



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Cornish College
(AG2022/746)

CORNISH COLLEGE AGREEMENT (THE ‘AGREEMENT’) 2022

Educational services

COMMISSIONER YILMAZ

MELBOURNE, 13 MAY 2022

Application for approval of the Cornish College Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *Cornish College Agreement (the ‘Agreement’) 2022 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Cornish College and is a single enterprise agreement.

[2] I note that the previous agreement expired on 23 December 2017¹ and delays at both the pre-approval and application stages have created avoidable challenges leading to approval. In reviewing this application, the Commission raised concerns relating to the format of the NERR, compliance concerns with s.173(2) of the Act, the National Employment Standards (NES) and the better off overall test (BOOT). Owing to staff availability, the process leading to approval has been challenging. It is hoped from these experiences the Applicant may avoid such challenges in the future.

[3] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[5] I observe that clause 12.8 of the Agreement is likely to be inconsistent with the National Employment Standards (NES). However, noting clause 8 of the Agreement, I am satisfied the

¹ [2015] FWCA 8681

more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Independent Education Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[7] The Agreement is approved and in accordance with s.54, will operate from 20 May 2022. The nominal expiry date of the Agreement is 19 May 2025.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE515970 PR741622>

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/746-Cornish College Agreement 2022

Applicant:

Cornish College

Section 185 – Application for approval of a single enterprise agreement

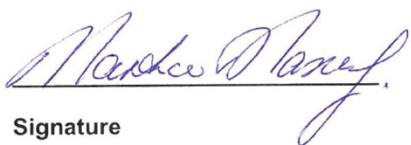
Undertaking- Section 190

I, Martin William Massey, Business Manager for Cornish College give the following undertakings with respect to the Cornish College Agreement 2022 ("the Agreement"):

1. I have the authority given to me by Cornish College to provide this undertaking in relation to the application before the Fair Work Commission.
2. Cornish College will pay Casual Relief Teachers as follows
1/2/22 \$397.15 per day: Hourly Rate \$66.19
1/7/22 \$401.12 per day: Hourly Rate \$66.85
1/1/23 \$405.13 per day: Hourly Rate \$67.52
1/7/23 \$409.18 per day: Hourly Rate \$68.20
1/1/24 \$413.28 per day: Hourly Rate \$68.88
1/7/24 \$417.41 per day: Hourly Rate \$69.57

Casual Relief Teachers will be paid a minimum payment of 3 hours in respect of employment on anyone day.

3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

13TH May 2022

Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

**CORNISH COLLEGE
EMPLOYEE AGREEMENT 2022-2024**



PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement is to be known as the Cornish College Agreement (the 'Agreement') 2022 and is a Single Enterprise Agreement made pursuant to s172(2) of the Fair Work Act 2009 (Cth) (Act).

2. ARRANGEMENT

This agreement is arranged as follows:

Clause	Page
1. Title	1
2. Arrangement	1
3. Commencement Date and Period of Operation	2
4. Coverage	2
5. Relationship to Awards	3
6. Definitions	3
7. No Extra Claims	5
8. The National Employment Standards	5
9. Agreement Flexibility	5
10. Requests for Flexible Working Arrangements	7
11. Dispute Resolution Procedure	8
12. Modes of Employment	8

PART 2 - CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

13. Letter of Employment and Statement of Service	13
14. Consultation about Change	13
15. Minimum Employment Period	16
16. Remuneration Packaging	17
17. Superannuation	17
18. Payment Arrangements	17
19. Personal Leave	17
- Entitlement	17
- Carers	18
- Compassionate	19
- Home Property	20
- Family Violence	20
20. Community Service Leave	22
21. Parental Leave	23
22. Leave Without Pay	27
23. Public Holidays	27
24. Fee Discount	28
25. Accident Make-Up Pay	28

26. Termination of Employment	29
27. Redundancy	31
28. Salary and Classifications	33
29. Infectious Diseases Leave	33
30. Long Service Leave	34
31. Meal Provision	35
32. Overnight Allowance	36
33. Breakage and Loss	36
34. Protective Clothing	36
35. Examination Leave	36
36. Qualification Conferral Leave	36
37. Workload	37
38. Consultative Committee	37
39. Occupational Health and Safety Representatives	38
40. Union Training Leave and Union Workplace Rights	39

PART 3 - TERMS AND CONDITIONS FOR SPECIFIC EMPLOYEES

41. Teachers	39
42. General Staff	41
Schedule 1: Teachers	44
Schedule 2: General Staff	50
Schedule 2A: Administrative Services	56
Schedule 2B: Aides, Co-educators, Library Technicians	63
Schedule 2C: Property	68
Schedule 2D: Finance	76
Schedule 2E: Technical Services – Science Laboratories, Food Technology and Art Department	82
Schedule 2F: Information Technology Services	87
Schedule 2G: Other General Staff	91
Schedule 2H: Junior Employees	92

3. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 Where the Agreement passes the Better off Overall Test, the Agreement will be operative from the seventh day after the date specified in the notice issued from the Fair Work Commission.
- 3.2 The nominal expiry date of the Agreement is three years from the anniversary of the operative date.

4. COVERAGE

- 4.1 This Agreement covers:
- The Employer; and
 - Teachers
 - General Staff Employees, as defined in accordance with clause 6 – Definitions
 - The Independent Education Union of Australia

4.2 This Agreement does not cover:

- a) A Principal
- b) A Deputy Principal by whatever name called
- c) Business Manager
- d) Apprentices
- e) Trainees
- f) Employees on a supported wage system

4.3 Part 1 and 2 of this Agreement apply to all Employees covered by the Agreement. Part 3 of this Agreement applies to the Employees as specified.

5. RELATIONSHIP TO AWARDS

This Agreement operates to the complete exclusion of all Awards which would otherwise apply to Employees covered by this Agreement.

6. DEFINITIONS

Act	<i>Fair Work Act 2009 (Cth)</i> or its successor.
Attendance Time	means all days of the School Year less the Non- Attendance Time and the period of annual leave.
Awards	means the following: <ul style="list-style-type: none"> • <i>Educational Services (Teachers) Award 2010</i>; • <i>Educational Services (Schools) General Staff Award 2010</i> • or successor awards.
Casual Employee	means an Employee employed pursuant to clause 8.7 of this Agreement.
College	means Cornish College.
Commission	means the Fair Work Commission.
Committee	means the Consultative Committee pursuant to clause 32 of this Agreement.
Continuous employment	means service that will not be broken through taking any approved leave (paid or unpaid).
Continuous Service	includes all service for which paid leave was applicable. Paid leave includes, but is not limited to personal leave (sick leave and carer's leave) and compassionate leave, infectious disease leave, school holidays, annual leave, long service leave, qualification conferral leave and leave during which accident make up payments are being received by the Employee. Periods of approved unpaid leave do not count as service, except at the discretion of the Employer. Periods of unpaid leave do not break continuity of employment.
General Staff	means those Employees not employed as Teachers.

ELC	means Early Learning Centre where the Early Childhood Program takes place.
Early Childhood Program	means College program for three, four and five year old children but does not include the Prep Year or child care.
Early Childhood Teacher	means a person (other than a director, by whatever name called, of the ELC, by whatever name called) who is employed to teach children in the Early Childhood Program. They are required to be registered by VIT.
Employee	means a person covered by this Agreement.
Employer	means Cornish College ABN 39 616 523 730.
Fixed-Term Employee	means an Employee employed pursuant to clause 12.6 of this Agreement.
Full-Time Employee	means an Employee employed pursuant to clause 12.4 of this Agreement.
General Staff Employee	means an Employee of the College who is not engaged as a Teacher and who is employed in a role as set out in Schedules 2A-2H.
Immediate Family	means: <ul style="list-style-type: none"> • spouse (including former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes). • child or an adult child (including an adopted child, a step child, a child subject to a parental order or guardianship or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse of the Employee.
LSL Act	Means <i>Long Service Leave Act 2018 (Vic)</i> or its successor.
NES	Means National Employment Standards.
Non-Attendance Time	means a period of time that will be announced in advance of the new School Year and will not be less than the School Holidays mandated by the Victorian government for Victorian government teachers (less 4 week's annual leave).
Permission to Teach Teacher	means a person who is granted Permission to Teach by the Victorian Institute of Teaching pursuant to Division 3 of Part 2.6 of Chapter 2 of the <i>Education and Training Reform Act 2006 (Vic)</i> or its successor
Part-Time Employee	means an Employee employed pursuant to clauses 12.5, 12.6 and 12.7 of this Agreement.
Principal	means the Principal of Cornish College or their nominee.
Registered Health Practitioner	means a person registered under the <i>Health Practitioners Regulation National Law (Victoria) Act 2009</i> . or its successor.
Registered Medical Practitioner	means a person who is qualified to practice medicine in Australia and who is registered with the <i>Medical Board of Australia</i> .
School Holidays	means a period of non-attendance time as determined by the Employer and announced prior to the commencement of a new School Year. Non-attendance time will not be less than those

	mandated by the Victorian government for Victorian government schools.
School Year	means the twelve months from the day that Employees are required to attend the School for the new educational year.
Shutdown	means any day(s) as designated by the College when the business or part of the business is closed.
Specialist Teacher	A teacher who teaches one or more specific subjects eg a 'single subject teacher' as defined in the PYP (Primary Years Program) documentation.
Teachers Award	means the <i>Educational Services (Teachers) Award 2010</i> . or its successor

7. NO EXTRA CLAIMS

The Employer and Employees agree that the salary increase and other improvement in conditions of employment provided for by this Agreement are in settlement of all existing claims made by the Employer and the Employees, and that no further claims will be made during the currency of this Agreement.

8. THE NATIONAL EMPLOYMENT STANDARDS

- 8.1 The National Employment Standards (NES) as contained in Part 2-2 of the *Fair Work Act 2009* (Cth) (the Act) are the minimum entitlements to which an Employee covered by this Agreement is entitled. This Agreement may provide ancillary or supplementary terms in respect of the NES.
- 8.2 This Agreement provides enterprise specific detail where it deals with a matter provided for in the NES.

9. AGREEMENT FLEXIBILITY

- 9.1 Notwithstanding any other provision of this Agreement, the Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 9.2 The Employee may appoint a representative to assist in discussions regarding an Individual flexibility agreement.

- 9.3 The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- 9.4 The agreement between the Employer and the individual Employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 9.1; and
 - (b) result in the Employee being better off overall at the time the agreement is made than the Employee would have been if no individual flexibility agreement had been agreed to;
 - (c) be about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (d) not contain unlawful terms under section 194 of the *Fair Work Act 2009*.
- 9.5 The agreement between the Employer and the individual Employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (b) state each term of this agreement that the Employer and the individual Employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
 - (d) detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 9.6 The Employer must give the individual Employee a copy of the agreement within 14 days of entering the agreement and keep the agreement as a time and wages record.
- 9.7 Except as provided in clause 9.5(a) the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.
- 9.8 Where seeking to enter into an agreement, the Employer must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 9.9 The agreement may be terminated:
- (a) by the Employer or the individual Employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the Employer and the individual Employee.

9.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an Employer and an individual Employee contained in any other term of this Agreement.

10. REQUESTS FOR FLEXIBLE WORK ARRANGEMENTS

10.1 An Employee has the right to request flexible work arrangement in accordance with s.65 of the Act.

10.2 The college may only refuse a s. 65 request for change in working arrangements on reasonable business grounds.

10.3 Before responding to the request made under s. 65, the College must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

(a) The needs of the Employee arising from their circumstances

(b) The consequences for the Employee if changes in working arrangements are not made; and

(c) Any reasonable business grounds for refusing the request

10.4 The College must give the Employee a written response to an Employee's request within 21 days, stating whether the College grants or refuses the request.

10.5 If the College refuses the request and has not reached agreement with the Employee: the written response must include details of the reasons for refusal, including business ground or grounds for the refusal; and how the ground or grounds apply.

10.6 If the College and the Employee could not agree on a change in working arrangements under clause 10.3, the written response must:

(a) state whether or there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and

(b) if the College can offer the employee such changes in working arrangements, set out those changes in working arrangements.

10.7 If the College and the employee reached agreement under clause 10.3 on a change to working arrangements that differs from that initially requested by the Employee, the College must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

10.8 Disputes relating to this clause can be dealt with under clause 11 – Dispute Resolution Procedure.

11. DISPUTE RESOLUTION PROCEDURE

11.1 If a dispute relates to:

- (a) a matter arising under this agreement;
- (b) the National Employment Standards;

this clause sets out the procedures to settle the dispute.

11.2 An Employee who is party to the dispute may appoint a representative for the purposes of the procedures in this clause, which may include representation by the IEU.

11.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and the relevant supervisors and or management.

11.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

11.5 Fair Work Commission may deal with the dispute in 2 stages:

- (a) Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) If Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note If Fair Work Commission arbitrates the dispute it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

11.6 While the parties are trying to resolve the dispute using the procedures in this clause an Employee must continue to perform his or her work as he or she would normally, unless he or she has a reasonable concern about an imminent risk to his or her health or safety.

The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause.

12. MODES OF EMPLOYMENT

12.1 The Employer may employ an Employee as a Full-Time, Part-Time, Fixed-Term or Casual Employee.

- 12.2 A Full-Time, Part-Time or Fixed-Term Employee may be employed with four weeks annual leave or School Holidays as specified in the Schedules to this Agreement and in an Employee's letter of offer or amendment to that letter of offer.
- 12.3 The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.
- 12.4 Full-Time Employees
- 12.4.1 The Employer may engage an Employee on a full-time basis in accordance with this Agreement.
- 12.5 Part-Time Employee
- 12.5.1 The Employer may employ an Employee on a Part-Time basis in accordance with this Agreement.
- 12.5.2 A Part-Time Employee is entitled to receive all entitlements under this Agreement on a pro-rata basis.
- 12.5.3 The Employer will set out in writing a Part-Time teacher's time fraction upon the engagement of the Teacher and at any other time when a variation occurs.
- 12.5.4 The Employer will set out in writing a Part-Time General Staff Employee's hours of work upon the engagement of the General Staff Employee and at any other time when a variation occurs.
- 12.5.5 It is required that Part-Time Employees will attend staff conference days at the start of Terms 1 and 3 and College organised professional learning on a pro-rata basis and as agreed.
- 12.5.6 The College will attempt to accommodate the requests of Part-Time Employees with regard to days off. However, the needs of the students and section/department must take priority.
- 12.5.7 For all hours worked in addition to the time fraction or to the specified part time hours referred to in 12.5.3 and 12.5.4, at the Employer's request the Employee will be paid the hourly rate specified in the relevant salary schedule.
- 12.5.8 Where a part-time Employee attends work for an event that is directly related to their role and responsibilities, on a day not ordinarily worked, the Employee will be paid the hourly rate specified in the relevant salary schedule.
- 12.6 Fixed-Term Employee
- 12.6.1 The Employer may employ an Employee to work for a fixed period of time to replace another Employee on approved leave; or to undertake a specified project for which funding has been made available; or to undertake a specified task which has a limited period of operation.
- 12.6.2 Except for clauses 21.5, 21.6, 21.7, 24 and 27 of this Agreement, a Fixed-Term Employee is entitled to the benefits of this Agreement on a pro rata basis.

12.6.3 Before employing a Fixed-Term Employee on a replacement basis, the Employer will inform the Fixed-Term Employee of:

- (i) The temporary nature of the employment;
- (ii) The benefits which are applicable under this Agreement;
- (iii) The date of termination of employment, except where the fixed term nature of the employment is based upon the completion of a specified project or task;
- (iv) The rights of any Employee being replaced.

12.6.4A Fixed-Term Employee who has been engaged in accordance with clause 12.6.1 for a continuous period of 3 or more years in any number of roles may request an ongoing position which will be considered by the Employer.

12.7 Casual Employee

12.7.1 The Employer may employ an Employee to work on a casual basis.

12.7.2A Casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the Employer in accordance with the Employer's requirements without the requirement of prior notice by the Employer or the Employee but does not include an Employee who could properly be classified as a Full-Time, Part-Time, or Fixed-Term Employee.

12.7.3A Casual Employee is entitled to the appropriate hourly rate specified in the relevant schedule. This rate includes a 25% loading in lieu of paid leave entitlements.

12.7.4 The Employer must not engage a Casual General Staff Employee for less than 3 hours on any given engagement. The minimum engagement for a casual Teacher is half a day.

12.7.5A General Staff Employee employed on a casual basis is entitled to be paid to the nearest 15 minutes.

12.7.6A casual Teacher will not be engaged for more than 30 consecutive school days in any one engagement. A casual General Staff Employee will not be engaged for more than two school terms in any one engagement.

12.7.7.A Casual Employee is not entitled to any of the following benefits under this Agreement:

- (i) accident make-up pay
- (ii) annual leave or School Holidays
- (iii) non-attendance time
- (iv) paid parental leave

- (v) due process
- (vi) fee remission
- (vii) leave loading
- (viii) notice of termination of employment
- (ix) paid compassionate leave
- (x) paid personal / carer's leave
- (xi) public holidays
- (xii) redundancy
- (xiii) remuneration packaging

12.7.8A Casual Employee is entitled to unpaid personal / carer's leave, unpaid parental leave and long service leave, where eligible.

12.7.9A Casual General Staff Employee who has been engaged on a regular or systemic basis may request that the employment be converted to ongoing employment as outlined in clause 12.8

12.8 Right to request casual conversion

12.8.1 An employee engaged as a regular casual may request that their employment be converted to full-time or part-time employment.

12.8.2A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this agreement.

12.8.3A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.

12.8.4A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

12.8.5 Any request under this clause must be in writing and provided to the college.

12.8.6 Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

12.8.7 Reasonable grounds for refusal include that:

- (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part time employee in accordance with the provisions of this agreement – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
- (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
- (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
- (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

12.8.8 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

12.8.9 Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 11. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

12.8.10 Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:

- (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
- (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 12.

12.8.11 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

12.8.12 Once a casual employee has converted to full-time or part-time employment the employee may only revert to casual employment with the written agreement of the employer.

12.8.13 A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

12.8.14 Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.

12.8.15 Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

12.8.16 An employer must provide a casual employee whether a regular casual employee or not, with a copy of the provisions of this clause within the first 12 months of the employee's first engagement to perform work.

PART 2 - CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

13. LETTER OF EMPLOYMENT & STATEMENT OF SERVICE

13.1 Upon engagement, the Employer will provide an Employee with a letter of appointment. The letter of appointment will include details of position, mode of employment, full time equivalent, hours of work, salary and level as applicable. For Teachers the letter of appointment will also set out details of the face to face teaching load and for part-time Teachers that the part-time fraction is calculated with reference to a full time teaching and load and extra-curricular duties will be in the same proportion to teaching load as that of a full time teacher.

13.2 The Employee will give their commitment to the values of the Employer and agree to uphold the policies and practices in existence at the time of appointment and, subject to the provisions of clause 14 those adopted from time to time and duly notified.

13.3 Upon termination of employment, the Employer will provide the Employee with a statement of service specifying the period of employment, the classification of or type of work performed, and any additional responsibilities or duties undertaken.

14. CONSULTATION ABOUT CHANGE

14.1 This term applies if the employer:

- (a) has made a definite decision to introduce major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

14.2 Major Change

For a major change referred to in clause (14.1a):

- (a) the employer must notify the relevant employees and the IEU of the decision to introduce the major change; and
- (b) sub-clauses (14.3) to (14.9) apply.

14.3 The relevant employees may appoint a representative, which may be an IEU representative, for the purposes of the procedures in this term.

- 14.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 14.5 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) the measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion – provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change decided; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 14.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 14.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 14.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 14(2) (a) and subclauses 14(3) and 14(5) are taken not to apply.
- 14.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (d) the alteration of hours of work; or
- (e) the needs to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

14.10 Change to regular roster or ordinary hours of work

For a change referred to in clause (14.1b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses (11) to (15) apply.

14.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

14.12 If:

- (a) relevant employee appoints, or relevant employees appoint, a representative which may include an IEU representative for the purposes of the consultation, and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

14.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion – provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

14.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

14.15 The employer must give prompt and genuine consideration to matters raised about

the change by the relevant employees.

- 14.16 For the purposes of clauses 14.10 to 14.15, a School's educational timetable in respect of academic classes and student activities which:
- (a) may operate on a term, semester or a School Year basis, and
 - (b) ordinarily changes between one period of operation and the next and
 - (c) may change during the period of operation is not a regular roster.
- 14.17 Where a change to a School's educational timetable directly results in a change to:
- (a) the number of ordinary hours of work of an Employee or,
 - (b) to the spread of hours over which the Employee's ordinary hours are required to be worked, or
 - (c) the days over which the Employee is required to work, then 14.11 to 14.15 will apply.
- 14.18 In this term:
- relevant employees** refers to the employees who may be affected by a change referred to in subclause (1)

15. MINIMUM EMPLOYMENT PERIOD

- 15.1 An Employee's employment is contingent upon the satisfactory completion of a six month minimum employment period as defined by the Act
- 15.2 If the Employer is to terminate the employment of an Employee during the minimum employment period, the Employer does not need to comply with any due process or performance management policies or procedures in place at the time of termination.
- 15.3 If the Employer is to terminate the Employee within the minimum employment period, then the Employee is entitled to notice in accordance with clause 26.
- 15.4 If the Employee resigns within the minimum employment period, then the Employee is required to give notice in accordance with clause 26.

16. REMUNERATION PACKAGING

- 16.1 Upon receiving a written request for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with College policy, legislation and Australian Taxation Office rulings until otherwise advised.
- 16.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's condition of employment.

17. SUPERANNUATION

- 17.1 Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of Employers and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, the default superannuation fund will be Non-Government Schools Super Fund (NGS), a successor fund or another MySuper approved fund.

18. PAYMENT ARRANGEMENTS

All monies payable will be paid by credit transfer to the Employee's nominated financial institution account on a monthly basis. It will be available as nearly as possible, in their account on the 15th of each month. Should the 15th fall on a weekend it will be available on the Friday of the preceding week.

19. PERSONAL / CARER'S LEAVE

19.1 Entitlement

Personal/carer's leave is provided for in the NES except where this Agreement provides ancillary or supplementary terms.

19.1.1 Paid personal/carer's leave is available to an Employee when the Employee is absent:

- (i) due to personal illness or injury; or
- (ii) for the purposes of caring for an Immediate Family or household member who is ill or injured and requires the employee's care or support or who requires care or support due to an unexpected emergency.

19.1.2 A Full-Time Employee is entitled to 15 days of paid personal/carer's leave in each year of service. A Part-Time Employee is entitled to paid personal/carer's leave on a pro rata basis based on the Employee's specified hours. This leave is cumulative and may be taken for part of a single day. Accrued personal/carer's leave is not paid out on

termination of employment.

19.1.3 The amount of personal/carer's leave an Employee may take depends on how long the Employee has worked for the Employer and accrues as follows:

- (i) in the first year of service, six days during the first term worked and thereafter, an additional three days at the commencement of each subsequent school term; and
- (ii) in the second and each subsequent year of service, 15 days at the commencement of that year.

19.1.4 An Employee must, as soon as reasonably practicable and preferably prior to ordinary hours of the first day of such absence, inform the Employer of the Employee's inability to attend for duty because of personal illness or injury and if possible state the estimated duration of the absence.

19.1.5 Evidence supporting claim

An Employee is entitled to personal/carer's leave as sick leave provided that:

- (i) the Employee produces a medical certificate from a registered health practitioner or statutory declaration to the Employer for any absence of more than two consecutive days; or
- (ii) if required by the Employer, the Employee provides a medical certificate from a registered health practitioner or a statutory declaration to the Employer for any absence continuous with public holiday or non-attendance time to which the Employee is entitled and which would not otherwise require the production of a certificate; or
- (iii) the Employee produces a medical certificate from a registered health practitioner or a statutory declaration to the Employer where the number of days of paid personal/carer's leave already taken without the production of a medical certificate or statutory declaration to the Employer exceeds five days in the one year.

19.2 Carer's Leave

19.2.1 An Employee is entitled to use the Employee's personal/carer's leave to care for members of the Employee's Immediate Family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency.

19.2.2 Notice required for carer's leave

19.2.3 When taking carer's leave the notice must be to the effect that the Employee requires leave to provide support or care for a member of the Employee's Immediate Family or household as the member is suffering a personal illness, injury or unexpected emergency. It is preferred that the employee also provide the following:

- (i) the name of the person requiring care and support;
- (ii) and the person's relationship to the Employee;

(iii) the reasons for taking such leave; and

(iv) the estimated length of absence.

19.2.4 If it is not practicable for the Employee to give prior notice of absence, then the Employee must notify the Employer of such absence at the first opportunity on the day of absence.

19.2.5 Evidence supporting claim

19.2.6 The Employee must, if required by the Employer, establish by production of a medical certificate from a registered health practitioner or statutory declaration, the nature of the illness or injury and that the illness or injury is such as to require care or support by another.

19.2.7 When taking leave to care for members of the Employee's Immediate Family or household who require care or support due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the Employee.

19.3 Unpaid Carer's Leave

19.3.1 Where an Employee has exhausted all paid personal/carer's leave entitlements, the Employee is entitled to a period of up to two days' unpaid carer's leave for each permissible occasion to care for members of the Employee's Immediate Family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency.

19.3.2 This leave may be taken in a single, unbroken period of up to two days or any separate periods to which the Employee and the Employer agree.

19.3.3 The Employee is only entitled to unpaid carer's leave if the Employee has complied with the notice and documentation requirements in clause 19.2.3 of this Agreement.

19.3.4 A casual Employee may take up to two days' unpaid carer's leave per permissible occasion. Unpaid carer's leave may be taken as a single, unbroken period of up to two days, or any separate period as agreed by the Employer and the Employee.

19.4 Compassionate Leave

Compassionate leave is in accordance with the NES as amended from time to time except where ancillary or supplementary terms are provided in this Agreement.

19.4.1 An Employee may take three days' paid leave per occasion when a member of the Employee's Immediate Family or household dies and two days' paid leave per occasion when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

19.4.2 This leave may be taken in a single unbroken period of three or two days, as appropriate, or separate periods of one day or as agreed by the Employer and the Employee.

19.4.3 Employees may apply for leave for circumstances other than those described in 19.4.1 and these applications will be considered by the Principal on a case by case basis.

19.5 Home / Property Leave

19.5.1 An Employee shall be entitled to paid home/property leave as follows:

- (i) 1 day each School Year for the purpose of moving home; and
- (ii) 2 days each School Year for the purpose of protecting his or her home and /or property from a natural disaster.

19.5.2 Home leave is not cumulative from year to year and is not paid out upon termination of employment.

19.5.3 To eligible for payment under clause 19.5:

- (i) An Employee must provide the Employer evidence that would satisfy a reasonable person that they are taking leave for the reasons set out in clause 19.5.1
- (ii) In the case of taking leave for the purpose of moving home, at least 7 days' notice is given by the Employee to the Employer

19.6 Family Violence Leave

19.6.1 General Principle

- (i) The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.

19.6.2 Definition of Family Violence

This Employer accepts the definition of Family violence as stipulated in the **Family Violence Protection Act 2008 (Vic)**. For the purpose of this Act family violence

(a) is behaviour of a person towards a family member of that person if that behaviour –

- (i) is physically or sexually abusive; or
- (ii) is emotionally or psychologically abusive; or
- (iii) is economically abusive; or
- (iv) is threatening; or
- (v) is coercive; or
- (vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or

(b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in paragraph (a).

19.6.3 General Measures

- (i) Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- (ii) All personal information concerning family violence will be kept confidential in line with Employer Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- (iii) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence.
- (iv) The employer will identify contact/s within the School who will be trained in family violence and privacy issues for example training in family violence risk assessment and risk management. The employer will advertise the name of the contact within the School.

19.6.4 Leave

- (i) An employee experiencing family violence will have access to 5 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (ii) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children up to 5 days per year

19.6.5 Individual Support

- (i) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the Employer will assess any reasonable request from an employee experiencing family violence for:
 - changes to their span of hours or pattern or hours and/or shift patterns;
 - job redesign or changes to duties;
 - relocation to suitable employment within the Employer organisation;
 - a change to their telephone number or email address to avoid harassing contact;
 - any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

- (ii) An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

20 COMMUNITY SERVICE LEAVE

Community service leave is provided for in the NES, except where this Agreement provides ancillary or supplementary terms.

20.1 Paid Emergency Service Leave

20.1.1 An Employee is entitled to up to 3 days paid leave to engage in an activity that involves dealing with an emergency provided that:

- (a) the employee engages in the activity on a voluntary basis and
- (b) the employee is a member of, or has a member like association with a recognized emergency management body (for example the CFA or SES) and
- (c) either:
 - (i) the employee was requested by or on behalf of the body to engage in the activity; or
 - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances permitted the making of such a request, it is likely that such a request would have been made.

20.2 Notice and Evidence

20.2.1 An employee who takes leave under clause 20.1.1 must give the employer notice of the absence. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period of the leave

20.2.2 An employee who has given the employer notice under clause 20.2.1 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an emergency service activity under clause 20.1.

20.2.3 An employee must comply with notice and evidence requirements of this clause to be eligible for the leave.

20.3 Jury Service Leave

20.3.1 Employees, , required to serve as jurors are entitled to leave at their ordinary rate of pay for the duration of the period of their required attendance for jury service. The employer will continue to pay the Employee through the normal salary system.

20.3.2 An Employee must notify the Employer as soon as possible of the date upon

which the Employee is required to attend for jury service.

20.3.3 An Employee must provide the Employer with written proof of the requirement to attend for jury service and an estimate of the duration of the absence from duty.

20.3.4 The Employee must inform the Employer immediately of any change to the known period of absence and provide the Employer with written proof of the payments made by the Court Authorities with respect to jury service.

20.3.5 The Employee must pay to the school the full amount received from the court for jury service. The Employee must pay the school this money as soon as practicable.

21 PARENTAL LEAVE

Parental leave is in accordance with the NES, as amended from time to time, except where this Agreement provides ancillary or supplementary terms. Leave Provisions are as per the 2018 Act.

21.1 Application

Full-time and part-time Employees are entitled to parental leave under this clause if:

- (a) the leave is associated with:
 - (i) the birth of a child; or
 - (ii) the placement of a child with the Employee for adoption; and
- (b) the Employee has or will have a responsibility for the care of the child.

21.2 Definitions

For the purposes of this clause:

- (c) **Child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse;
 - (ii) in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:
 - who is, or will be, under 16 as at the day of placement, or the expected day of placement;
 - has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
 - is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse.
- (d) **Primary Caregiver** means the person who is the primary carer of a newborn or newly adopted Child.
- (e) **Secondary Caregiver** means a person who has parental responsibility for the Child but is not the Primary Caregiver.

- (f) **Spouse** includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee.
- (g) **Paid parental leave** counts as service and accrues pro rata annual leave, personal/carer's leave and long service leave.

21.3 Summary of Parental leave entitlements

	Paid leave	Unpaid leave	Total
Primary Caregiver			
More than 6 months service	13 weeks	Up to 143 weeks	156 weeks
Less than 6 months service	0	Up to 52 weeks	52 weeks
Secondary Caregiver			
More than 6 months service	2 weeks	Up to 50 weeks	52 weeks
Less than 6 months service	0	Up to 52 weeks	52 weeks
Permanent Care Leave			
More than 6 months service	13 weeks	Up to 143 weeks	156 weeks
Less than 6 months service	0	Up to 52 weeks	52 weeks

21.4 Parental Leave - Primary Caregiver

- (a) An Employee who has, or will have, completed at least six months paid continuous service and who will be the Primary Caregiver at the time of the birth, or adoption of their Child is entitled to 52 weeks parental leave; comprising: 13 weeks' paid parental leave; and up to 143 weeks unpaid parental leave.
- (b) Only one parent can receive Primary Caregiver parental leave in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:
- If their spouse is, will be, the Primary Caregiver at the time of the birth or adoption of their Child;
 - if their Spouse has received, or will receive, paid maternity leave, primary caregiver entitlements, or a similar entitlement, from their employer; or
 - if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.
- (c) In order to be entitled to a second and subsequent period of paid parental leave of 3 months, a primary carer Employee must have had at least 12

month's continuous service since returning to work after any previous parental leave.

21.5 Parental Leave - Secondary Caregiver

- (a) An Employee who has, or will have, completed at least six months paid Continuous service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 week's parental leave; comprising: 2 weeks paid parental leave; and up to 50 week's unpaid parental leave.
- (b) Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.
- (c) An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

21.6 Permanent Care Leave

- (a) If, pursuant to the *Children, Youth and Families Act 2005* (Vic) or any successor to that legislation, an eligible Employee, is granted a permanent care order in relation to the custody or guardianship of a child and the Employee is the Primary Caregiver for that child, the Employee will be entitled to 14 weeks' paid leave at a time to be agreed with the Employer.

21.7 Notice and evidence requirements

- (a) An Employee must provide the employer with written notice of the taking of parental leave at least 10 weeks before the intended start date of the leave. If this is not practicable in the circumstances, the employee must give written notice as soon as practicable.
- (b) An Employee shall not be in breach of clause 21.6 (a) if the failure to provide 10 weeks' notice is due to:
 - (i) the birth occurring earlier than expected;
 - (ii) the requirement of an adoption agency for the Employee to accept earlier or later placement of the child;
 - (iii) the death of the mother of the child with respect to birth-related leave;
 - (iv) the death of the Employee's spouse with respect to adoption-related leave; or
 - (v) other compelling circumstances.
- (c) The notice must specify the intended or presumed start date and end date of the parental leave, and specify any parental leave to be taken by the Employee's spouse.
- (d) The Employee shall notify the Employer as soon as reasonably practicable of any change to the intended start date of the leave.

21.8 Right to request extension to parental leave

An employee entitled to parental leave under the NES and who has taken unpaid parental leave in accordance with clause 15.3 is entitled to request a further 12 months of parental leave.

- (a) An employee who has taken 12 month's unpaid parental leave can apply to extend their leave. The total period, with the extension, will not exceed more than 24 months.
- (b) An employee must give written notice if they want to extend their leave. It must be given at least 4 weeks before the first 12 months of leave ends and state the new end date.
- (c) If the employee's partner is employed, then the request must also state the amount of unpaid parental leave their partner has taken or will take.
- (d) The employer's response to the request must:
 - (i) be in writing
 - (ii) be given to the employee within 21 days after the request
 - (iii) state whether the request is granted or refused.

21.9 Right to request part-time work

- (a) At least four weeks prior to the expiration of parental leave, the Employee will notify the College of their return to work after a period of parental leave.

21.10 Right to request flexible working arrangements

- (a) An employee entitled to parental leave pursuant to the provisions of the NES may request the employer to allow the employee to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.
- (b) An application made pursuant to clause 21.1 must be made as soon as possible but no less than 21 days prior to the date upon which the employee is due to return to work from parental leave.

21.11 Response to the request

- (a) The employer must give the employee a written response to the request for part-time work within 21 days of the request, stating whether the employer grants or refuses the request.
- (b) The employer must consider the request to work part-time having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse to permit the employee part-time work on reasonable grounds related to the effect of the change on the workplace or the employers' business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the

impact on customer service. If the employer refuses the request for part-time work, the written response must include details of the reasons for the refusal.

21.12 Special Maternity Leave

- (a) An employee can take 'special' maternity leave if she has:
 - (i) A pregnancy related illness, or
 - (ii) A miscarriage or stillbirth within 28 weeks of the expected date of birth, or
 - (iii) At the Principal's discretion
- (b) The Employee must:
 - (i) Give notice that she is taking unpaid special maternity leave (which may be given after the leave has started);
 - (ii) Advise the employer of the period of leave (or expected period of leave); and
 - (iii) If required by the employer, give reasonable evidence of the reason for the leave, which the employer may require to be a medical certificate.

21.13 Unpaid parental leave in excess of 12 months does not count for the purpose of accrual of long service leave pursuant to the *Long Service Leave Act 2018* (Vic).

21.14 Unpaid parental leave does not count for the purpose of accrual of any benefits or entitlements under the Agreement, with the exception of a period 12 month's unpaid leave for the purposes of Long Service Leave accrual.

21.15 In order to be entitled to a second and subsequent period of paid parental leave of 13 weeks, a primary carer Employee must have had at least 12 month's continuous service since returning to work after any previous parental leave.

22 LEAVE WITHOUT PAY

All Employees are able to apply to the Principal for leave without pay.

23 PUBLIC HOLIDAYS

23.1 All Employees are entitled to public holidays in accordance with the NES, with additional or supplementary terms provided by this Agreement.

23.2 By agreement between the Employer and each individual Employee, an alternative day may be taken as the public holiday in lieu of any of the public days specified by the NES.

23.3 The Employer and an individual Employee may agree to an Employee taking another day as the public holiday in lieu of the NES-specified public holiday.

23.4 An agreement made in accordance with clause 23.2 or clause 23.3 must be recorded in writing and made available to every affected Employee. Any such agreement must be recorded in the time and wages records kept by the Employer.

24 FEE DISCOUNT

24.1 A Full-Time Employee is entitled to receive a tuition fee discount of 25% for each of the Employee's children attending the College.

24.2 A Part-Time Employee will receive a tuition fee discount calculated at 25% times the actual time fraction worked.

24.3 Full-Time Employees and Part-Time Employees are entitled to receive a discount off before and after school care of 100% provided the child is a student at the College. Part time employees are entitled to receive the discount only on days worked at the College.

24.4 Any Employee who is required to work during school holidays or on a student free day is entitled to a 100% discount for the College's holiday program for primary aged children, whether their child is a student of the College or not. An Employee who has Continuous Service with the College for more than five years will receive an additional tuition fee discount of 2.5% per year up to a maximum additional discount of 25%.

24.5 Periods of unpaid leave do not break Continuous Employment, and do not add to the calculation of the total period of Continuous Service. For a Part-Time Employee this additional discount will be pro rata in line with the Employee's actual time fraction averaged over the last three years.

24.6 Any fringe benefit tax will be at no additional cost to the employer and will be met by the employee.

24.7 The Fee Discount will apply to tuition fees but does not include additional camps or other co-curricular activities that are billed separately.

24.8 Clauses 24.1, 24.2, 24.3 24.4, 24.5, 24.6 and 24.7, do not apply to casual or fixed term employees.

25 ACCIDENT MAKE-UP PAY

25.1 Where an Employee is incapacitated for work by reason of a work related injury or illness and becomes entitled to receive weekly payments under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.

25.2 If an Employee is absent from work because of personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) then the Employee does not accrue any of the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:

(a) Paid personal/carer's leave.

26 **TERMINATION OF EMPLOYMENT**

26.1 Notice of Termination – Teachers

26.1.1 Where the Employer wishes to terminate the employment of a Teacher, seven weeks' notice, wholly within one school term, in writing, or full payment in lieu, will be provided to the Teacher.

26.1.2 The period of notice in this clause does not apply:

- (i) to Fixed-Term Teachers where the date of cessation of employment is stated at the time of appointment; and
- (ii) to Teachers employed on a casual basis.

26.1.3 Payment in lieu of notice is calculated by taking the amount of salary a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

26.1.4 A Teacher must provide the Employer with a minimum of seven weeks' notice in writing with such notice to be given wholly within the one school term.

26.2 Notice of Termination – General Staff Employees

26.2.1 Four weeks' notice in writing will be given by the Employer of the intention to terminate a General Staff Employee's employment, or full payment in lieu of notice will be given. Where a General Staff Employee is entitled to School Holidays, such notice will be given wholly within the one school term.

26.2.2 If notice is given by the General Staff Employee a minimum of four weeks' notice in writing will be given. Where the General Staff Employee is employed with School Holidays such notice will be given wholly within the one school term.

26.2.3 In addition to the notice in clause 26.2.1 hereof, General Staff Employees over 45 years of age, with not less than five year's continuous service at the time of being given notice will be entitled to an additional week's notice.

26.2.4 In calculating any payment in lieu of notice the wages a General Staff Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

26.2.5 Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

26.2.6 The period of notice in this clause does not apply:

- (i) to Fixed-Term Employees where the date of cessation of employment is stated at the time of appointment; and
- (ii) to Casual Employees.

26.3 Summary Dismissal

The services of an Employee may be terminated without notice where that Employee is guilty of serious misconduct.

26.4 Performance Management

26.4.1 Where the Employer is considering termination of employment for reasons related to the Employee's performance, the Employer will implement the procedure in this clause.

26.4.2 A formal performance management procedure will commence with the Employer advising the Employee in writing of:

- (i) the Employer's concerns with the Employee's performance;
- (ii) the time, date and place of the formal meeting to discuss the Employee's performance
- (iii) the Employee's rights to be accompanied by a nominee of the Employee's choice, including a representative from the IEU at all due meetings to discuss the employee's performance; and
- (iv) the Employer's right to terminate the employment should the procedure not resolve the Employer's concerns.

26.4.3 Formal performance management meetings will:

- (i) include discussion of the Employer's concerns with the Employee's performance;
- (ii) give the Employee an opportunity to respond to the Employer's concerns;
- (iii) include discussion of any counselling or assistance, where appropriate, available to the Employee;
- (iv) include documentation, where appropriate; and
- (v) set periods of review, as appropriate, in a timely manner.

26.4.4 If, after following the procedure in this clause, the Employer's decision is to terminate the employment of an Employee, the Employer must give notice in accordance with clause 26.1.1 or 26.2.1.

26.5 Conduct Management

Where the Employer is considering termination of employment for reasons related to an Employee's conduct, the Employer will implement the procedure in this clause.

26.5.1 The Employer will advise the Employee in writing of:

- the Employer's concerns with the Employee's conduct;
- the time, date and place of the meeting to discuss the Employee's conduct;
- the Employee's right to be accompanied by a nominee of the Employee's choice, including a representative from the IEU, at any meeting scheduled to discuss the Employee's conduct;
- the Employer's right to terminate the Employee's employment should the Employer's concerns not be resolved.

26.5.2 the formal conduct meeting will:

- included discussion of the Employer's concerns with the Employee's conduct;
- give the Employee an opportunity to respond to the Employer's concerns.

26.5.3 Concerns with the Employee's conduct may be resolved by:

- summary dismissal, where the Employee is guilty of serious misconduct of a kind such that it would be unreasonable to require the Employer to continue the employment during the notice period;
- issuing the Employee with a warning or a final warning in writing;
- termination of the employment of the Employee in accordance with the relevant notice in accordance with clause 26.

27 REDUNDANCY

27.1 Discussion before termination

Where the Employer has made a decision or decisions that may lead to redundancies the principal will hold a discussion with potentially affected employees and their representative. The reasons for the possible redundancies will be presented and the employees given the opportunity to propose alternatives to redundancies.

Where the Employer has made a definite decision that they no longer require the job the Employee has been doing, be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Principal will hold discussions with Employees directly affected.

The discussions will take place as soon as is practicable after the decision has been made and will include any reasons for the proposed terminations, the number and

categories of Employees likely to be affected, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned. Employees may invite a support person to accompany them in these discussions.

The Employer will not be required to disclose confidential information during these discussions the disclosure of which would be detrimental to the Employer's interests.

27.2 Transfer to lower paid duties

- (a) Where an Employee is transferred to lower paid duties for reasons set out above the Employee will be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated.
- (b) The Employer may, at its discretion, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.

27.3 Severance Pay

The following redundancy pay scales will apply instead of the provisions in the NES:

- (a) For Employees who, at the time of the position being made redundant, are less than 45 years of age:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and less than 11 years	16 weeks
11 years and less than 20 years	18 weeks
20 years and over	20 weeks

- (b) For Employees who, at the time of the position being made redundant, are over 45 years of age:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and less than 11 years	20 weeks
11 years and less than 20 years	22 weeks
20 years and over	24 weeks

Note: Weeks' pay means the ordinary time rate of pay for the Employee concerned

For the purposes of this clause, continuous service will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave.

27.4 Leaving during notice

An Employee, whose employment is terminated for reasons of redundancy, may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 27.2 had they remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

27.5 Alternative employment

The Employer, in a particular redundancy case, may make application to the commission to vary the general redundancy pay prescription under s.120 of the Act if it obtains alternative employment for an Employee acceptable to that Employee.

27.6 Time off during notice period

- a) During the period of notice of termination an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may be required to produce proof of attendance at an interview or they may not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

27.7 Exemptions

This clause will not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, or by performance or conduct management, or to Employees employed on a casual basis or for a fixed term.

27.8 If a part-time teacher's hours are reduced, without their consent, by more than 25% they will be entitled to the provisions of this clause.

28 **SALARY AND CLASSIFICATIONS**

28.1 Schedules 1 and 2 set out the rates of pay for all classifications.

28.2 Classifications and progression through the salary scale are shown in Schedules 1 and 2.

29 **INFECTIOUS DISEASES LEAVE**

- 29.1 An Employee who is suffering from one of the infectious diseases will be granted special leave without deduction of pay provided the Employer is satisfied on medical advice that the Employee has contracted the disease through a contact at the College and the disease is evident in the College:
- (a) German measles
 - (b) Chickenpox
 - (c) Measles
 - (d) Mumps
 - (e) Scarlet fever
 - (f) Whooping cough
 - (g) Rheumatic fever, or
 - (h) Hepatitis.
- 29.2 The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

30 **LONG SERVICE LEAVE**

- 30.1 An Employee is entitled to long service leave in accordance with the NES or the *Long Service Leave Act 2018 (Vic) whichever is appropriate*, and as amended from time to time, with supplementary or ancillary terms provided by this Agreement.
- 30.2 Long service leave entitlements will be accrued at the rate of 1.3 weeks per year of employment and an Employee is entitled to long service leave of 13 weeks upon the completion of every ten years of continuous employment. The timing of taking of long service leave will be by agreement between the Employer and the Employee.
- 30.3 A General Staff employee may make a request to the employee's employer to take long service leave for a period of not less than 1 day. An employer must grant the General Staff employee's request to take long service leave as soon as practicable after receiving the request unless the employer has reasonable business grounds for refusing the request
- 30.4 Long service leave will normally be taken in term lengths by teachers and will ordinarily be taken within twelve months of entitlements falling due following ten years of employment. Teachers have the right to request alternative lengths of leave, to be granted at the discretion of the Principal.
- 30.5 Accrued long service leave may be taken after 7 years of continuous employment.
- 30.6 Accrued long service leave will be paid in lieu where an Employee is terminated after 7 years of continuous employment.

- 30.7 Regardless of the length of service, where a current Employee dies, any accrued entitlement to long service leave will be paid out in accordance with instructions from the deceased Employee's executor.
- 30.8 An Employee who is classified as a teacher, early childhood teacher, nurse or clerical and administrative employee whose service has been all full time or at the same part time fraction, is paid during long service leave at the Employee's normal salary. All other Employees, whose service has been all full time or at the same part time fraction is paid during long service leave in accordance with the *Long Service Leave Act 2018 (Vic)*.
- 30.9 An Employee who is classified as a teacher, early childhood teacher, nurse or clerical and administrative employee whose time fraction has varied during service is paid at a proportionate rate during long service leave. This rate is determined by calculating an average of the Employee's time fractions over the period of eligible service. For all other Employees whose time fraction has varied during service, the rate of pay during long service leave is calculated in accordance with the *Long Service Leave Act 2018 (Vic)*.
- 30.10 An Employee may request the Employer to grant the employee an amount of long service leave twice as long as the amount to which the employee would otherwise be entitled and at a rate of pay equal to half of the Employee's ordinary pay but may be refused by the Employer on reasonable business grounds.
- 30.11 Illness during long service leave

30.11.1 Subject to the requirements of clause 30.1, an Employee, who becomes ill or suffers an injury during long service leave and has an entitlement to personal/carer's leave, is entitled to have the period of illness or injury treated as personal/carer's leave, with long service leave re-credited to the Employee. The Principal may require evidence by a Registered Medical Practitioner of the illness or injury.

30.11.2 The Employee's application under clause 30.1?

- (i) must be received by the Employer during the period of illness or injury;
- (ii) must be accompanied by a medical certificate from a Registered Medical Practitioner or a statutory declaration attesting to the illness or injury and the duration of that illness or injury; and
- (iii) must indicate whether the Employee wishes to extend the long service leave by the period of the illness or whether the Employee will return from long service leave as planned with the period of illness or injury increasing the Employee's accrued long service leave entitlement.

31 MEAL PROVISION

An Employee who is required by the Employer to work beyond 7.00 pm on any given day and having worked their normal day at the College will be supplied with a meal subject to 24 hours' notice by the employer being provided. In the event that the Employer requires an Employee to work beyond their normal day at the College with less than 24 hours' notice and a meal cannot be provided, the Employee will be

reimbursed an amount up to \$21 on the production of a valid receipt.

32 OVERNIGHT ALLOWANCE

32.1 Employees who are required to supervise students on overnight camps shall be granted an allowance of \$75 per night (capped at \$750 per camp) subject to the camp and Employees meeting the following criteria:

- (a) Camp must be overnight
- (b) Camp must involve supervision of students
- (c) Employee is required to attend the camp to meet the employee/student/gender ratios as published in the College excursion guidelines. Employees attending voluntarily outside of these ratios will not be eligible for the allowance.
- (d) Camp must be approved by either the Principal or Deputy Principal prior to the camp taking place. Retrospective applications will not be eligible for the allowance.
- (e) Excludes those camps that attract a 'time in lieu'.

32.2 Employees who attend College trips and are away at least consecutive ten nights will be granted a day off on the first day of school after their return or other such day as mutually agreed with the Employer

33 BREAKAGE AND LOSS

An Employee who takes reasonable care will not suffer loss of income for any accidental breakages or loss of property which occurs in the normal course of the Employee's duties.

34 PROTECTIVE CLOTHING

Where protective clothing is deemed necessary by the Employer for the performance of duties, the Employer will either provide such clothing or reimburse the Employee for cleaning costs incurred.

35 EXAMINATION LEAVE

An Employee will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.

36 QUALIFICATION CONFERRAL LEAVE

An Employee will be granted leave with pay for up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.

37 **WORKLOAD**

The Employer shall provide all Employees with a fair, reasonable and equitable workload through discussion with Employees.

38 **CONSULTATIVE COMMITTEE**

38.1 The College and staff are committed to maintaining an effective means of communication within the College. The purpose of the Committee is to serve as a communication forum to enable the views of staff on a range of issues to be considered by the Principal. The Committee holds no decision-making authority.

38.2 Where possible the Committee will consist of:

- (a) The Principal, or his or her delegate;
- (b) Two additional nominees of the Principal;
- (c) An elected person from the following:
Three teaching staff representatives as follows:
 - (i) One from ELC-4,
 - (ii) one from years 5-9 and
 - (iii) one from years 10-12;
- (d) Two Employees categorised as General Staff.
- (e) The Committee will be deemed to be a quorum if at least 2 of the 3 Employer representatives are present and 3 of the 5 employee representatives are present.

38.3 Election of Teacher, General Staff and Casual staff representatives:

- (a) The College will call for nominations as part of the process to establish the Consultative Committee in accordance with clause 38.2;
- (b) Any Employee who is subject to this Agreement may nominate for election.
- (c) Nominees for election will be submitted to a ballot of all eligible Teachers, General Staff and casual staff if needed;
- (d) Voting is not compulsory;
- (e) The nominee with the majority of votes cast will be elected as the representative;
- (f) Where a second ballot fails to determine which nominee is to be appointed as the representative the nominees must draw lots;
- (g) The representatives elected in accordance with clause 38.3 will hold office for

a maximum of eight school terms;

- (h) The representatives may resign their office at any time by notice in writing to the Principal;
- (i) On the expiry of the period of, or on the resignation from office a new representative will be elected in accordance with the procedure at clause 38.3.

38.4 The Committee shall meet as follows:

- (a) A minimum of once each semester;
- (b) At such times as requested by either the Principal or at the request of a minimum of two committee members.

38.5 The Committee will consult over any matters of significance referred to it (either by staff or the Principal) including but not limited to:

- (a) Matters arising regarding the implementation of this Agreement;
- (b) Interpretation of this Agreement, including but not limited to payment of annual leave loading and review of the exemplary status classification for teachers;
- (c) Attendance at College events;
- (d) School policies and procedures impacting on staff;
- (e) Health and safety;
- (f) Initiatives and future directions; and
- (g) Other staff concerns.

38.6 Agreed records of the meeting will be made available to staff.

39 **OCCUPATIONAL HEALTH AND SAFETY REPRESENTATIVES**

39.1 An employee who is elected as the Employee Occupational Health and Safety Representative ("OHS Rep") shall, where appropriate, be released from their normal duties in order to carry out his or her duty as an Employee OHS Rep in accordance with the *Occupational Health and Safety Act 2004 (Vic)*.

39.2 OHS Reps are provided up to 5 days' paid time for the initial training and 1 day each year (not cumulative from year to year) to attend an OHS refresher training course provided that:

- (a) at least 14 days' notice is given to the employer; and
- (b) the course is relevant to the role of the OHS Rep; and
- (c) attendance is approved by the employer having regard to staffing needs

during the training day(s).

40 **UNION TRAINING LEAVE AND UNION WORKPLACE RIGHTS**

- 40.1 The elected IEU Representative on campus shall be entitled to 1 day of paid leave per year to attend IEU training.
- 40.2 The granting of leave pursuant to this clause is subject to the operation of the college not being unduly inconvenienced.

PART 3 TERMS AND CONDITIONS FOR SPECIFIC EMPLOYEES

41 **TEACHERS**

41.1 Salary and Classification

- (a) Schedule 1, Part A sets out the classification structure and progression through the salary scale.
- (b) Schedule 1, Part B sets out the salary for a Teacher, including a Casual Teacher.
- (c) Schedule 1, Part C sets out the position of responsibility structure.

41.2 Hours of Work

- (a) The ordinary hours of work for a Full-Time Teacher are 38 hours per week averaged over a period of 12 months. The averaging period will be the School Year.
- (b) In addition, a Teacher is required to work such reasonable additional hours as are necessary to perform the Teachers' duties.
- (c) The student supervision hours per week will be 27.5 hours for ELC, the face-to-face teaching hours per week will be 22 hours for primary and 18.75 for secondary, unless otherwise agreed between the Employer and the Teacher.
- (d) Scheduled class time (face-to-face teaching) shall include but not be limited to all activities or lessons allocated to a teacher during normal class time whether that activity or lesson consists of a single student or group of students.

41.3 Non-Attendance Time

- (a) A Teacher is not generally required to attend at the College during Non-Attendance Time but is required to perform such professional duties as are determined by the Teacher as being reasonably necessary to enable the proper performance of the Teacher's role. The Teacher's role is defined by the Employer.
- (b) Non-Attendance Time is not a period of authorised leave for the purpose of the

Act.

- (c) If a Teacher's employment is terminated or a Teacher resigns prior to the end of term 4 in any School Year, the Teacher is entitled to a payment for Non-Attendance Time recognition of the averaging of hours of work under this Agreement, pursuant to the following formula:

$$\left. \begin{array}{l} \text{Number of weeks of a Teacher's} \\ \text{Attendance Time} \\ \hline \text{Total number of School's} \\ \text{Attendance Time weeks} \end{array} \right\} \times \text{Non-Attendance Time - Non-Attendance Time weeks} \left. \begin{array}{l} \text{already taken} \end{array} \right\}$$

41.4 Annual Leave

- (a) Annual Leave is in accordance with the NES as amended from time to time, except where ancillary or supplementary terms are provided in this Agreement.
- (b) A Teacher is entitled to four weeks' annual leave for every 12 months of continuous service on a pro rata and cumulative basis.
- (c) A Teacher must take an amount of annual leave during a shutdown following the end of term 1, 2, 3 and 4. The shutdown period may differ for individual Teachers, depending on work commitments and activities.
- (d) A Teacher and the Employer may agree in writing that the Teacher performs duties during all or part of the shutdown period and defer taking the equivalent period of annual leave to another time.
- (e) Other than for persons in positions of responsibility for which specific attendance is specified in advance and required, no Teacher is required to work or report at school during Non-Attendance Time. The total number of days required at school according to this provision will not exceed the number of days required by legislation in any one calendar year.
- (f) Where persons in positions of responsibility are required to work or report at school during Non-Attendance Time, they will do so by agreement with the Employer.
- (g) Non-Attendance Time will be published not less than 6 months in advance of the following school year and will be no less than government gazetted school holidays.

41.5 Meal Breaks

A Teacher will be entitled to a meal break of 30 consecutive minutes, but no less than 20 minutes where the Teacher is scheduled for lunchtime duties, which do not allow for a 30 minute meal break.

42 GENERAL STAFF

42.1 Classification and Salaries

- (a) Schedule 2 sets out the conditions of employment specific to General Staff Employees.
- (b) Schedule 2A sets out the classification structure and salary scale for Administrative Services Employee.
- (c) Schedule 2B sets out the classification structure and the salary scale for Aides, Co-educators and Library Technicians.
- (d) Schedule 2C sets out the classification structure and the salary scale for the Property Department.
- (e) Schedule 2D sets out the classification structure and the salary scale for Finance.
- (f) Schedule 2E sets out the classification structure and the salary scale for Technical Services.
- (g) Schedule 2F sets out the classification structure and the salary scale for other ICT Employees.
- (h) Schedule 2G sets out the classification structure and the salary scale for other General Staff Employees.
- (i) Schedule 2H sets out rates for Junior Employees.

42.2 Hours of Work

42.2.1 The ordinary hours of work for a Full-Time General Staff Employee will be 38 hours per week. Ordinary hours of work will be averaged over a period of a fortnight or four weeks.

42.2.2 The Employer may require a General Staff Employee to work reasonable additional hours, in accordance with the arrangement specified in Schedule 2, Part B.

42.2.3 Unless otherwise agreed under clause 42.2.5, a General Staff Employee's ordinary hours of work will be between 7.00 am and 6.00 pm from Monday to Friday.

42.2.4 To the exclusion of clause 42.2.1, the Employer and a General Staff Employee may agree upon the arrangement for the General Staff Employee's ordinary hours of work, including but not limited to:

- (i) daily starting and finishing times;
- (ii) the time of a half hour unpaid meal break commencing not more than five hours after commencing work;
- (iii) the time of a 20 minute paid morning break;
- (iv) attendance at College meetings; and
- (v) flexible work arrangements.

42.2.5 The Employer and a General Staff Employee may agree to vary the hours of work arrangements at any time.

42.3 Breaks between periods of duty

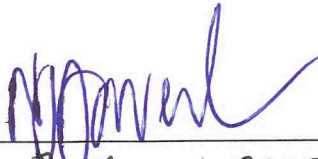
- (a) An employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- (b) Where an employer requires an employee to continue or resume work without having a 10-hour break off duty, the employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- (c) The entitlements in clauses (a) and (b) do not apply to:
 - (i) an employee who is provided with accommodation on the employer's premises or in the vicinity of the employer's premises;
 - (ii) an employee who is attending a school camp or excursion; or
 - (iii) an employee working a broken shift.

42.4 Annual Leave

- (a) A General staff employee is entitled to four (4) weeks annual leave for every 12 months of continuous service on a pro rata and cumulative basis exclusive of the shutdown period. The shutdown period will be the period between Christmas Day and New Year's Day and includes any public holidays falling during the period and will be paid leave days in addition to any annual leave entitlement.
- (b) If a General Staff Employee is entitled to School Holidays, the General Staff Employee must normally take annual leave during the School Holidays.

EXECUTED as an agreement this 3rd day of MARCH 2022

Employer Representative

Signed: 
Date: 3 MARCH 2022
Name in Full (printed): NICOLA JEAN FORREST
Position Title: PRINCIPAL
Authority to Sign Explained:
Address: 65 RIVEREND ROAD
BANGHOLME VIC 3175
Witnessed by: MARTIN WILLIAM MASSEY
Witness name in full: Martin Massey
Witness address: 10 QUINTON COURT
MT-02124, VIC, 3930

Employee Representative

Signed: N. Keetley
Date: 3/3/22
Name in Full (printed): Natasha Keetley
Position Title: Employee Representative
Authority to Sign Explained: TEACHER (EMPLOYEE).
Address: 65 RIVEREND RD
BANGHOLM VIC 3175
Witnessed by: Jane Goode
Witness name in full: Jane Goode
Witness address: 6 Tradewinds Lane
Patterson Lakes 3197

SCHEDULE 1: TEACHERS

A. CLASSIFICATION STRUCTURE FOR TEACHERS

The typical duties of a teacher include, but are not limited to, the following:

- Direct teaching of groups of students and individual students as determined by the Employer. Associated with this is the preparation of lessons, the marking of student work and the preparation and delivery of reports to parents, whether written or oral.
- Pastoral care and administrative duties associated with a form group or equivalent (primary home room, senior tutor group or other term as adopted from time to time). Attendance with the teacher's form group at compulsory outdoor education camps is a part of this responsibility.
- Non-teaching supervisory activities including yard duty, car park duty or bus duty.
- Attendance at chapel services and assemblies.
- Participation in parent consultation evenings, staff meetings, Presentation Evening, the Cornish College Carnival and Annual Church Service.
- Within the skills and experience of the teacher, running an Employer nominated co-curricular activity which is voluntary for students, such as outdoor education activities sport, drama, music, debating, and community service.
- The supervision of classes of an absent colleague ('extras') up to a maximum of three 40 minute periods per two week cycle or equivalent
- Contributing to the development, implementation and evaluation of curriculum.
- Ongoing professional development by participation in staff conferences during school holiday time as specified in the Agreement.
- Ongoing professional development in the teacher's own time.
- Any other reasonable duties as directed by the Principal.

The above duties are undertaken by all Full-Time Teachers and pro rata by Part-Time Teachers as directed by the Principal. In some instances, Part-Time Teachers and some specialist teachers are unable to undertake pastoral responsibilities.

These teachers are paid as 'Non-Form teachers'.

A.1 Part-Time Teachers

- (a) The Employer requires a Part-Time Teacher to undertake a proportionate number of other duties normally expected of Full-Time Teachers, such as yard duty and involvement in co-curricular activities. Attendance, in proportion with the teachers' time fraction is required at parent-teacher interviews. Attendance at the Annual Church Service, Cornish College Carnival, Presentation evening and any other event as determined in consultation with the Consultation Committee, is expected of all Teachers.
- (b) Attendance at scheduled meetings (College, Section, Faculty etc) which fall on a day during which the Part-Time Teacher has no scheduled classes is not expected. However, the Teacher should tender an apology to the convenor prior to the meeting, and if minutes of the meeting are not immediately

- (c) available, it is expected that the Teacher will obtain information that has been missed by approaching the convenor at the earliest opportunity.
- (d) The Employer will attempt to accommodate the requests of Part-Time Teachers with regard to days off, taking into account the needs of the students and the Employer.
- (e) The Employer will set out in writing the duties and number of hours required to be undertaken by a Part-Time Teacher, upon the engagement of the Teacher, and at any other time when a variation occurs.
- (f) It is required that a Part-Time Teacher attend staff conference days at the start of terms 1 and 3 and end of term 4 and the Curriculum and Reporting Day in June as specified in the College Staff calendar. A Part-Time Teacher required to attend on a day not ordinarily worked will be paid their ordinary rate of pay for the required attendance or can arrange to take time in lieu equivalent to the required attendance time.
- (g) A Part-Time Teacher is not required to attend Parent Teacher interviews on a day not ordinarily worked, but if the Part Time Teacher does not attend must make arrangements to contact with parents at an alternative time.
- (h) A Teacher who attends an event as set out in this Schedule, directly as a result of the Teacher's role and responsibility, on a day not ordinarily worked, is entitled to be paid ordinary pay for the attendance.

A.2 Positions of responsibility

Specialist teachers are unable to undertake the responsibility of a Primary Form Teacher but could be considered for the role of a secondary form teacher in a full time or job share arrangement.

B. SALARIES – TEACHERS

In the event that general salary increases and other related conditions in the Victorian Government sector reduce the Employer's competitive advantage in salary packages, the Employer will review its salaries in consultation with the Consultative Committee.

During the lifetime of this agreement, if the College reaches an enrolment level of 705 full time students, or above, this will trigger an additional salary increase of .75% per annum for all employees until the nominal expiry date during the life of the agreement.

In the course of reviewing salary packages consideration will be given to all available published documentation as follows, but not limited to:

- Victorian State Government teachers' salaries and conditions
- Peer group schools' salaries and conditions (ie. Victorian metro, co-ed, private, student numbers, similar extra-curricular requirements etc)
- Victorian statistics on general teacher pay increases.

Subject to satisfactory performance, progression from point 1 – 2 and so on up to 11 takes place annually

		1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	
Level	01/01/22	01/04/22	01/10/22	01/04/23	01/10/23	01/4/24	01/10/24	
11	108,015	109,365	110,732	112,116	113,518	114,937	116,374	
10	106,526	107,857	109,206	110,571	111,953	113,352	114,769	
9	99,191	100,431	101,686	102,958	104,245	105,548	106,867	
8	96,209	97,411	98,629	99,862	101,110	102,374	103,654	
7	92,866	94,026	95,202	96,392	97,597	98,817	100,052	
6	90,294	91,422	92,565	93,722	94,894	96,080	97,281	
5	87,788	88,885	89,996	91,121	92,260	93,414	94,581	
4	85,356	86,423	87,503	88,597	89,704	90,826	91,961	
3	82,991	84,028	85,079	86,142	87,219	88,309	89,413	
2	78,456	79,437	80,430	81,436	82,453	83,484	84,528	
1	76,281	77,235	78,200	79,178	80,168	81,170	82,184	

Salary rates are inclusive of 17.5% leave loading on 4 weeks annual leave

Form teachers

Form teachers will hold a position of responsibility. Form teacher includes the primary classroom teacher, the ELC class teacher, middle and upper school form teacher.

Form Teachers shall be paid an additional annual allowance of \$4,153 inclusive of 17.5% leave loading per annum. Payable from the commencement of the school year.

B.1 Part-Time Salary Calculation

Calculation for salaries for Part-Time Teachers will be as follows.

- (a) The pro rata annual salary is calculated using the following formula. For the purpose of this formula, a Full-Time Teacher's face-to-face teaching hours are deemed to be 18.75 hours secondary, 22 hours primary and student supervision hours per week for ELC will be 27.5.

$$\frac{\text{hours of face-to-face teaching}}{\text{hours of Full-Time Teachers' face-to-face}} \times \text{annual salary teaching}$$

- (b) A Part-Time Teacher will undertake a proportionate number of other duties normally expected of a Full-Time Teacher.

B.2 Part-Time Additional Rate

A Part-Time Teacher who works additional hours beyond their specified hours will be paid at the normal rate of pay for every additional hour worked.

B.3 Casual Rate

A Casual Teacher will be paid for a minimum engagement of half a day.

A Casual Teacher will be engaged in accordance with the terms of the attached schedule.

B.4 Graduate and Mentor Teachers

A Graduate Teacher will be given a reduction in teaching load of 3 hours per week. A teacher assigned to mentor a graduate teacher will be given a reduction in teaching load of 2 hours a week.

C. POSITIONS OF RESPONSIBILITY

An annual responsibility allowance in the form of time and/or money for administrative, academic care or educational leadership duties additional to those usually required of teachers by the Employer.

The rate of pay is linked to a position of responsibility rather than tied to an individual Teacher.

The Principal determines who is eligible for the rate of pay and will provide written advice on tenure and responsibilities.

The Principal determines the allowance – time and/or money - applicable to specific positions of responsibility.

THE LEVELS FOR POSITIONS OF RESPONSIBILITY

POR Level	Salary Range	Number of Periods	Duties / Responsibilities
1	\$0 - \$3000	0 – 12 periods	Coordination and special projects <ul style="list-style-type: none"> • Program Coordinators eg VCE Coordinator, Primary Literacy/numeracy co-ordinators, Years 8 & 9 integrated curriculum, Imagine: Enhancement, Enrichment and Extension • Project Coordinators eg Nature pedagogy, Resource Smart • Special projects
2	\$3001 - \$5000	0 – 12 periods	Management of a curriculum area or academic care position <ul style="list-style-type: none"> • Academic Care Leader • Secondary Form/Primary Class teacher
3	\$5001 - \$7000	0 – 22 periods	Management of a major curriculum areas or major project implementation <ul style="list-style-type: none"> • Project Leaders eg, Curriculum Design & Documentation, Feedback & Assessment • Peer Mentors (replacing Exemplary Teacher)
4	\$7001+	0 – 66 periods	Most significant level of responsibility at an executive level <ul style="list-style-type: none"> • Executive Leadership Team

Notes

- (i) *The above positions are indicative only and are not intended to be an exhaustive list of positions of responsibility*
- (ii) *Positions listed may be of limited tenure as recorded in letters of appointment*
- (iii) *Any Teacher holding a position of responsibility at the time of the operative date of this Agreement will not be disadvantaged in relation to any existing arrangement as to salary level and allowance applicable to the position of responsibility held.*

Notification

The Principal will provide written advice to a Teacher taking up a position of responsibility of the level to which the position equates, the pay and or time allowance applicable to the position, the tenure and the duties required. Where the duties of the Position of Responsibility are such that some duties will be undertaken at the College during Non-Attendance Time, the Principal will advise the Teacher at the time of appointment, or upon commencement of this Agreement, whichever is later.

D. PROVISION OF ICT

All teachers will be provided with Information Communication Technology, including but not limited to a laptop computer, appropriate to their role.

E Casual Teacher Rates of Pay

Full Day Rate \$383.13 (effective 1/1/21)
Half Day Rate \$191.56
Hourly Rate \$ 63.86

	01/01/22	01/4/22	01/10/22	01/4/23	1/10/23	1/4/24	1/10/24
Full Day Rate	\$383.13	\$387.92	\$392.77	\$397.68	\$402.65	\$407.68	\$412.78
Half Day Rate	\$191.56	\$193.96	\$196.41	\$198.84	\$201.32	\$203.84	\$206.39
Hourly Rate	\$ 63.86	\$ 64.66	\$ 65.47	\$ 66.28	\$67.11	\$67.95	\$68.80

SCHEDULE 2: GENERAL STAFF EMPLOYEES

A. RATES OF PAY FOR GENERAL STAFF EMPLOYEES

Rates of pay for General Staff Employees are applicable as at the commencement of this Agreement.

No Employee shall be paid less than the Federal minimum wage.

Rates of pay for General Staff Employees will increase by 1.25% effective from the first pay period after 1 April 2022, 1.25% from 1 October 2022, 1.25% from 1 April 2023 and 1.25% 1 October 2023 and 1 April 2024 and 1.25% 1 October 2024.

A.1 Part-Time Salary

A General Staff Employee engaged on a part-time basis is entitled to a pro-rata amount of the appropriate full-time salary for the Employee's classification based on specified hours.

The pro rata weekly salary is calculated using the following formula:

$$\frac{\text{Total hours employed per week}}{38} \times \text{appropriate full-time weekly salary}$$

A.2 Casual Rate

A General Staff Employee engaged on a casual basis is entitled to the standard full-time rate appropriate to the Employee's classification rate plus a 25% loading calculated as an hourly rate using the following formula:

$$\frac{\text{Weekly full-time salary detailed in the appropriate Schedule for the appropriate category and level for the position}}{38} \times 1.25$$

B. ADDITIONAL HOURS

B.1 If the Employer requires the Employee to work less than three hours, in addition to 38 hours' per week or an average of 38 hours over a two week or a four week period, time off in lieu of the hours worked may be provided. Arrangements for taking time off in lieu must be arranged with the Business Manager within 4 weeks of the time in lieu being accrued. Time in lieu will be calculated on an hour for hour basis. If an agreement cannot be reached as to when the time in lieu shall be taken, or where there is insufficient time in the term for the time in lieu to be taken, the Employee will be paid for each additional hour worked at the rates set out in Schedule B.2.

B.2 If the Employer requires an Employee to work for three hours or more in

addition to 38 hours, the Employee may elect to be paid for the time on the rates set out below or take the time as time in lieu. If the Employee elects to take the time in lieu, the arrangement specified in B.1 will apply.

Time worked	Overtime rate
Monday– Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

B.3 This clause does not apply to Property Department Employees. Additional Hours for Facilities Employees are set out in Schedule 2C.3.

B.4 An employer may require a part-time employee to work reasonable additional hours in accordance with the provisions of this clause.

- (a) Where the employee's hours are averaged:
 - (i) the employee will be paid for all such additional hours at the ordinary hourly rate of pay, provided that the additional hours fall within the applicable daily spread of hours in clause 42.2.3, do not result in the employee working more than eight hours on that day, and do not result in the employee working more than the allowed maximum weekly ordinary hours during the averaging period; and
 - (ii) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (b) Where the employee's hours are not averaged:
 - (i) the employee will be paid for all such additional hours at the casual hourly rate of pay, provided that the additional hours worked fall within the applicable daily spread of hours in clause 42.2.3 and do not result in the employee working more than eight hours on that day; and
 - (ii) in all other cases the employee will be entitled to payment at the appropriate overtime rate of pay for any additional hours worked.
- (c) Where additional hours are worked on a day the employee is already attending for work, the minimum casual engagement of two hours will not apply.

- (d) Additional hours worked by a part-time employee in accordance with this clause do not accrue leave entitlements under this award or the NES.

C. SHIFTWORK

C.1 Ordinary hours for shift work

The ordinary hours for shift work will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with cl C.4.

C.2 Definitions

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in clause
- (b) **afternoon shift** is a shift which is not a day shift, and which finishes after the ordinary hours identified in cl42 and at or before midnight;
- (c) **night shift** is a shift which is not a day shift, and which finishes after midnight and at or before 7.00 am.

C.3 Broken shifts

- (a) An employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a casual) of two hours for each period of duty.
- (b) An employee, other than a casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.
- (c) The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 Hour spread will be paid for as overtime.

C.4 Rostering

- (a) For employees working to a roster, a roster showing normal starting and finishing times and the name of each employee will be prepared by the employer and will be displayed in a place conveniently accessible to the employees at least seven days before the commencement of the roster period.
- (b) An employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with C.5 Penalty rates.

- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the employer on seven days' notice.
- (d) Notwithstanding cl 14 a roster may be altered at any time to enable the functions of the employer to be carried out where another employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the employer and the employee, an employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires an employee to work on a day which would otherwise have been the employee's day off, the day off instead will be arranged by mutual consent.

C.5 Penalty rates

C.5.1 Shift work

- (a) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
- (b) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

C.5.2 Saturday and Sunday work

(a) An employee other than an employee covered by cl C.5.2(b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

- for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
- for ordinary hours worked on a Sunday, 100% of the ordinary time rate.

(b) Except that a school operational services employee in the cooking/catering group, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.

The penalty rates within this clause and in clause B.1 Additional Hours are not cumulative. Where an employee is entitled to more than one penalty or overtime rate, the employee will be entitled to the highest single penalty rate.

D. PROGRESSION THROUGH CLASSIFICATION CATEGORIES

Review of a position description and re-assessment of classification level will be carried out annually. Should the responsibility of a position change permanently

and substantially outside of this review period then reclassification may be sought at the request of the Employee, Team Leader or General Staff Employee. Should there be agreement that reclassification is warranted then that reclassification will take effect from the date the request was made. The appropriate salary level will be applied but will be not less than the Employee's current salary.

If the re-classification is denied, then the dispute resolution process under clause 11 may be initiated.

D.1 New position

Should an Employee be promoted to a higher category position their starting salary on the new category will be not less than their salary on the previous category.

E. PROGRESSION THROUGH CLASSIFICATION SALARY LEVELS

Progression from one salary level to another salary level within a category will be automatic on the Employee's employment anniversary date if satisfactory performance levels are being met. Satisfactory performance means that the Employee's skills, organisation knowledge and experience are improving and continuing to add value to the College. If progression is denied the grievance/dispute process may be used to test the decision.

F. ALLOWANCES

G.1 First aid allowance

(a) Application

An employee who is designated by the employer to perform first aid duty, including the dispensing of medication to students in accordance with medication plans, and who holds a current recognised first aid qualification, will be paid an allowance of:

- (i) 1.65% of the standard rate per annum; or
- (ii) 1/240th of the allowance if designated on a per day basis.

(b) Excluded employees

This allowance does not apply to:

- (i) a nurse;
- (ii) an employee employed exclusively as a first aid officer; or
- (iii) an employee whose appointment to the position of first aid officer has been taken into account in classifying their position.

G.2 On call and recall allowance

(a) On call allowance

An on-call allowance will be paid to an employee who is required by an employer to hold themselves available to be recalled to work. The employee will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the employee is required to be on call.

(b) Recall allowance

An employee recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

(c) Exceptions

The on call and recall allowances do not apply to:

- (i) an employee provided with reasonable accommodation, including living quarters, fuel and light, and available to the employee for their exclusive use at no cost to the employee.

G.3 Higher duties

- (a) An employer may direct an employee to temporarily perform duties applicable to a classification higher than their current classification.
- (b) Subject to clause G.3(c) where the employee performs such duties for more than five days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
- (c) Where the employee is a school operational services employee, and they perform those duties for one day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.

SCHEDULE 2A: ADMINISTRATIVE SERVICES

CLASSIFICATION STRUCTURE

General Works Description / Complexity				
Category 1	Category 2	Category 3	Category 4	Category 5
<ul style="list-style-type: none"> • With specific direction, the Employee is required to perform a variety of basic administrative functions, with a limited range of skills. • Work involves the application of established principles, practices and procedures, is generally repetitious and requires a methodical approach. The Employee will be required to exercise minimal multi-tasking, responsibility, initiative and autonomy. 	<ul style="list-style-type: none"> • With direction, the Employee is required to perform a wide variety of administrative functions, with a range of skills. • Work involves the application of established principles, practices and procedures, is generally repetitious and requires a methodical approach. The Employee will be required to exercise a degree of multi-tasking, responsibility, accountability, initiative and autonomy. 	<ul style="list-style-type: none"> • Under general direction, the Employee, in addition to the knowledge and skills required at Category 2, is required to undertake duties needing additional experience or knowledge. Work involves a number of variables which may complicate the application of established principles, practices and procedures. Positions at this category may, under general direction, assist with the coordination of support services. • The Employee is required to exercise significant multi-tasking, responsibility, accountability, initiative and autonomy 	<ul style="list-style-type: none"> • The Employee is required to undertake duties similar to those of previous categories which involve more complex issues. • Is fully competent and very experienced in a technical sense and requires little guidance during the performance of work. The Employee will be required to exhibit a high level of decision making, initiative, autonomy, responsibility and accountability. • Positions at this category may, under limited direction, coordinate support services. • If is a support position to a senior manager an Employee at this category would generally be required to manage a specific support role. 	<ul style="list-style-type: none"> • An Employee would be appointed to this category where there is a requirement to manage a functional or team responsibility. • The Employee is fully competent in a professional sense and requires no guidance during the performance of work. The Employee must display a high level of responsibility and accountability and exercise a significant range of specialist skills. They must have the capacity to think and work independently, make important administrative decisions and to initiate and advise on policy. • The Employee would be responsible for providing key support and advice to senior management.

Supervision / Direction Received				
Category 1	Category 2	Category 3	Category 4	Category 5
<ul style="list-style-type: none"> The Employee at this category receives direct supervision. Receives specific instruction on what is required, how it is to be performed and the required timeframe. The work performed is subject to regular progress checks. 	<ul style="list-style-type: none"> The Employee at this category receives general supervision. Receives broad instructions on what is required, how it is to be performed and the required timeframe. The work performed is subject to occasional progress checks and tasks are reviewed on completion. 	<ul style="list-style-type: none"> The Employee at this category receives little supervision. Receives general direction and instruction on what outcomes are to be achieved and the required timeframe. The work performed is subject to occasional progress checks, usually confined to the unusual or difficult aspects. Tasks are received on completion. 	<ul style="list-style-type: none"> The Employee at this category is not subject to supervision. The Employee at this category receives limited direction, normally comprising a clear statement of objectives. Work is usually measured in terms of the achievement of stated objectives. 	<ul style="list-style-type: none"> The Employee at this category receives limited direction, normally comprising a clear statement of objectives. Has responsibility and broad ranging accountability for the structure, management and output of the work of others. Work is usually measured in terms of the achievement of stated objectives.

Supervision / Direction Provided				
Category 1	Category 2	Category 3	Category 4	Category 5
<ul style="list-style-type: none"> An Employee at this category does not supervise other Employees or students 	<ul style="list-style-type: none"> An Employee at this category does not supervise other Employees or students 	<ul style="list-style-type: none"> An Employee at this category may be expected to provide functional supervision to other Employees from categories 1 and 2. The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc. 	<ul style="list-style-type: none"> An Employee at this category may be expected to provide functional supervision to other Employees from categories 1, 2 and 3. The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc. 	<ul style="list-style-type: none"> An Employee at this category may be expected to provide functional management and supervision to other Employees from categories 1, 2, 3 and 4. The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras, etc.
Communication – Written / Verbal / Interpersonal				
<ul style="list-style-type: none"> Primarily in contact with supervisor, co-workers and peers within the College, is able to communicate information effectively and courteously 	<ul style="list-style-type: none"> Is able to communicate information effectively and courteously 	<ul style="list-style-type: none"> Communicates effectively and influentially in order for the team to achieve its objectives 	<ul style="list-style-type: none"> Communicates effectively and influentially and resolves issues in order for the team to achieve College objectives 	<ul style="list-style-type: none"> Has well developed communication skills. Guides and supports others to resolve workplace issues. Actively encourages, empowers and supports team members to participate in decision making processes. Provides appropriate feedback and maintains team commitment

Indicative Duties Administrative Services				
Category 1	Category 2	Category 3	Category 4	Category 5
Undertake clerical and administrative duties involving routine office procedures eg: <ul style="list-style-type: none"> • basic photocopying • collecting/sorting mail • collating • basic keyboard/data entry duties • communicating information in accordance with policies and procedures 	Provide general reception, clerical, keyboard and office administrative support eg: responding to enquiries – referring on as appropriate <ul style="list-style-type: none"> • extracting data from school systems • maintaining and updating office systems and administrative records • assist in the completion of administrative reports or processes 	Provide administrative support to management eg: <ul style="list-style-type: none"> • developing and maintaining filing system • utilisation of computer systems • coordinating schedules • responding to the needs of students • manage work priorities in consultation 	Provide administrative support to senior management eg: <ul style="list-style-type: none"> • managing complex administrative systems. College calendar, database, student/school record • determine and manage priorities of a department/section • updating administrative office procedures and policies • coordinating complex schedules, interviews and events 	Provide administrative support to the Principal, Deputy Principal or Business Manager eg: management of a functional responsibility eg HR <ul style="list-style-type: none"> • management of a General Staff team, their work processes and professional learning • undertake a significant role in the selection and hiring of Employees • final proof of official College documents/ correspondence

ADMINISTRATIVE SERVICES – SALARY RATES

2A.1 Full time

Salary rates are inclusive of 17.5% leave loading on 4 week's annual leave

4 Weeks' Annual Leave

Description		01/01/22	1.25% 01/4/22	1.25% 01/10/22	1.25% 01/4/23	1.25% 01/10/23	1.25% 01/4/24	1.25% 01/10/24
Admin Category 1	Level 1	53,929	54,603	55,286	55,977	56,676	57,385	58,102
	Level 2	55,741	56,438	57,143	57,857	58,580	59,313	60,054
	Level 3	57,555	58,274	59,002	59,740	60,487	61,243	62,008
	Level 4	59,366	60,109	60,860	61,621	62,391	63,171	63,960
Admin Category 2	Level 1	59,366	60,109	60,860	61,621	62,391	63,171	63,960
	Level 2	61,257	62,023	62,798	63,583	64,378	65,183	65,998
	Level 3	63,148	63,938	64,737	65,546	66,365	67,195	68,035
	Level 4	65,041	65,854	66,678	67,511	68,355	69,209	70,074
Admin Category 3	Level 1	65,041	65,854	66,678	67,511	68,355	69,209	70,074
	Level 2	67,059	67,897	68,746	69,605	70,475	71,356	72,248
	Level 3	69,076	69,939	70,814	71,699	72,595	73,503	74,421
	Level 4	71,093	71,982	72,882	73,793	74,715	75,649	76,595
Admin Category 4	Level 1	71,093	71,982	72,882	73,793	74,715	75,649	76,595
	Level 2	73,269	74,185	75,112	76,051	77,002	77,964	78,939
	Level 3	75,444	76,387	77,341	78,308	79,287	80,278	81,282
	Level 4	77,619	78,589	79,572	80,566	81,574	82,593	83,626
Admin Category 5	Level 1	77,619	78,589	79,572	80,566	81,574	82,593	83,626
	Level 2	79,972	80,971	81,983	83,008	84,046	85,096	86,160
	Level 3	82,326	83,355	84,397	85,452	86,520	87,602	88,697
	Level 4	84,679	85,738	86,810	87,895	88,993	90,106	91,232

Term Time

Description		01/01/22	1.25% 01/4/22	1.25% 01/10/22	1.25% 01/4/23	1.25% 01/10/23	1.25% 01/4/24	1.25% 01/10/24
Admin Category 1	Level 1	45,750	46,321	46,900	47,487	48,080	48,681	49,290
	Level 2	47,282	47,873	48,471	49,077	49,691	50,312	50,941
	Level 3	48,818	49,428	50,046	50,672	51,305	51,947	52,596
	Level 4	50,351	50,980	51,617	52,262	52,916	53,577	54,247
Admin Category 2	Level 1	50,351	50,980	51,617	52,262	52,916	53,577	54,247
	Level 2	51,949	52,598	53,255	53,921	54,595	55,278	55,969
	Level 3	53,550	54,219	54,897	55,583	56,278	56,981	57,694
	Level 4	55,150	55,839	56,537	57,244	57,959	58,684	59,417
Admin Category 3	Level 1	55,150	55,839	56,537	57,244	57,959	58,684	59,417
	Level 2	56,860	57,571	58,290	59,019	59,757	60,504	61,260
	Level 3	58,566	59,298	60,039	60,790	61,550	62,319	63,098
	Level 4	60,272	61,025	61,788	62,560	63,342	64,134	64,936
Admin Category 4	Level 1	60,272	61,025	61,788	62,560	63,342	64,134	64,936
	Level 2	62,115	62,892	63,678	64,474	65,280	66,096	66,922
	Level 3	63,955	64,754	65,564	66,383	67,213	68,053	68,904
	Level 4	65,796	66,618	67,451	68,294	69,148	70,012	70,887
Admin Category 5	Level 1	65,796	66,618	67,451	68,294	69,148	70,012	70,887
	Level 2	67,785	68,633	69,490	70,359	71,239	72,129	73,031
	Level 3	69,778	70,650	71,533	72,427	73,333	74,249	75,178
	Level 4	71,769	72,666	73,574	74,494	75,425	76,368	77,322

Casual

Description		01/01/22	1.25% 01/4/22	1.25% 01/10/22	1.25% 01/4/23	1.25% 01/10/23	1.25% 01/4/24	1.25% 01/10/24
Admin Category 1	Level 1	34.11	34.54	34.97	35.41	35.85	36.30	36.75
	Level 2	35.26	35.70	36.15	36.60	37.06	37.52	37.99
	Level 3	36.41	36.86	37.32	37.79	38.26	38.74	39.23
	Level 4	37.55	38.02	38.50	38.98	39.47	39.96	40.46
Admin Category 2	Level 1	37.55	38.02	38.50	38.98	39.47	39.96	40.46
	Level 2	38.75	39.24	39.73	40.22	40.73	41.23	41.75
	Level 3	39.95	40.45	40.95	41.46	41.98	42.51	43.04
	Level 4	41.14	41.66	42.18	42.71	43.24	43.78	44.33
Admin Category 3	Level 1	41.14	41.66	42.18	42.71	43.24	43.78	44.33
	Level 2	42.42	42.95	43.49	44.03	44.58	45.14	45.70
	Level 3	43.70	44.24	44.80	45.36	45.92	46.50	47.08
	Level 4	44.97	45.54	46.10	46.68	47.26	47.85	48.45
Admin Category 4	Level 1	44.97	45.54	46.10	46.68	47.26	47.85	48.45
	Level 2	46.35	46.93	47.52	48.11	48.71	49.32	49.94
	Level 3	47.72	48.32	48.93	49.54	50.16	50.78	51.42
	Level 4	49.10	49.71	50.34	50.97	51.60	52.25	52.90
Admin Category 5	Level 1	49.10	49.71	50.34	50.97	51.60	52.25	52.90
	Level 2	50.59	51.22	51.86	52.51	53.17	53.83	54.50
	Level 3	52.08	52.73	53.39	54.06	54.73	55.42	56.11
	Level 4	53.57	54.24	54.91	55.60	56.30	57.00	57.71

SCHEDULE 2B: AIDES, CO-EDUCATORS, LIBRARY TECHNICIANS (ACL)

	Category 1	Category 2	Category 3	Category 4
Work characteristics	The ACL at this level is required to perform a wide range of routine functions with direct supervision and may, with training and experience, exercise some degree of autonomy. Work involves the application of established principles, practices and procedures	The ACL at this level may be required to perform a combination of a wide range of functions with direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and discretion.	The ACL at this level in addition to performing similar tasks to category 1 and 2, exercise significant initiative and discretion, work with little supervision, demonstrate expertise and accept personal responsibility to a higher standard than in category 1 or 2	The ACL at this level would be in a Supervisory Role, providing technical assistance and expertise, can work independently, providing key support and advice to Teachers
Supervision/Direction Received	The ACL at this level requires direct supervision, with work checked regularly within required timeframe and routines established	The ACL at this level requires general supervision, with broad instructions of what is required and instruction on new tasks and required timeframe. Work subject to occasional progressive checks	The ACL at this level receives little supervision. Receives general direction and instruction as to what is to be achieved in a required timeframe	The ACL at this level does not require supervision. Has responsibility and accountability for the structure, management and output of others
Supervision Provided	Does not supervise at this level	Does not supervise at this level	The ACL at this level may provide functional supervision to ACL at category 1 or 2	The ACL at this level may be expected to provide functional supervision and management of other ACLs at category 1, 2 or 3 at a team leader role.

	Category 1	Category 2	Category 3	Category 4
Communications	Primarily in contact with supervisor, co- workers and peers within the College. Is able to communicate information effectively and courteously	Communicates effectively, courteously and influentially in order for the team to achieve its objectives	Communicates effectively, courteously and influentially and resolves issues in order for the team to achieve College objectives	Has well developed communication skills. Guides and supports others to resolve workplace issues. Actively encourages, empowers and supports team members to participate in decision making processes. Provides appropriate feedback and maintains team commitment
Experience, qualifications, skills	Qualifications are not required, but would be encouraged. Prior experience not assumed	Position which requires knowledge and skills which normally would be gained by post- secondary certificate, or obtained through relevant job experience	Is expected to have the knowledge and skills at category 2 and additional experience, qualifications and demonstrated knowledge gained from senior, relatively autonomous roles	Characteristics and duties of category 3 and will also be directly supervising at least 2 other Employees

ACL – GRADING

Classification

Will be ascertained by comparing the work usually performed in the position in relation to the duties which are specified as typical at that Category. Non typical duties may also be required.

Indicative duties:

Will vary for each Category and Level. As they are unique to the position they will be detailed in the individual Position Descriptions.

ACL SALARY RATES

2B.1 Full time

Salary rates are inclusive of 17.5% leave loading on 4 week's annual leave

Four Weeks Annual Leave

Description		01/01/22	1.25% 01/04/22	1.25% 01/10/22	1.25% 01/04/23	1.25% 01/10/23	1.25% 01/04/24	1.25% 01/10/24
ACL Category 1	Level 1	48,098	48,699	49,308	49,924	50,548	51,180	51,820
	Level 2	49,771	50,393	51,023	51,660	52,306	52,960	53,622
	Level 3	51,444	52,087	52,738	53,398	54,065	54,741	55,425
	Level 4	53,117	53,781	54,453	55,134	55,823	56,521	57,227
	Level 5	54,789	55,474	56,167	56,869	57,580	58,300	59,028
ACL Category 2	Level 1	55,965	56,665	57,373	58,090	58,816	59,551	60,296
	Level 2	57,605	58,325	59,054	59,793	60,540	61,297	62,063
	Level 3	59,248	59,988	60,738	61,497	62,266	63,044	63,832
	Level 4	60,888	61,649	62,420	63,200	63,990	64,790	65,600
	Level 5	62,531	63,313	64,104	64,905	65,717	66,538	67,370
ACL Category 3	Level 1	64,102	64,904	65,715	66,536	67,368	68,210	69,063
	Level 2	65,688	66,509	67,340	68,182	69,034	69,897	70,771
	Level 3	67,270	68,111	68,962	69,824	70,697	71,581	72,476
	Level 4	68,855	69,715	70,587	71,469	72,362	73,267	74,183
	Level 5	70,455	71,336	72,228	73,130	74,045	74,970	75,907
ACL Category 4	Level 1	72,018	72,919	73,830	74,753	75,687	76,633	77,591
	Level 2	73,596	74,516	75,447	76,390	77,345	78,312	79,291
	Level 3	75,172	76,112	77,063	78,026	79,002	79,989	80,989
	Level 4	76,749	77,709	78,680	79,663	80,659	81,667	82,688
	Level 5	78,327	79,306	80,297	81,301	82,317	83,346	84,388

Term Time

Description		01/01/22	1.25% 01/4/22	1.25% 01/10/22	1.25% 01/4/23	1.25% 01/10/23	1.25% 01/4/24	1.25% 01/10/24
ACL Category 1	Level 1	44,453	45,009	45,571	46,141	46,718	47,302	47,893
	Level 2	46,000	46,575	47,157	47,746	48,343	48,948	49,559
	Level 3	47,542	48,136	48,738	49,347	49,964	50,588	51,221
	Level 4	49,086	49,700	50,321	50,950	51,587	52,232	52,885
	Level 5	50,633	51,266	51,907	52,556	53,213	53,878	54,551
ACL Category 2	Level 1	51,716	52,363	53,017	53,680	54,351	55,030	55,718
	Level 2	53,235	53,900	54,574	55,256	55,947	56,646	57,354
	Level 3	54,752	55,437	56,130	56,831	57,542	58,261	58,989
	Level 4	56,271	56,974	57,686	58,407	59,137	59,877	60,625
	Level 5	57,778	58,500	59,231	59,972	60,721	61,480	62,249
ACL Category 3	Level 1	59,230	59,971	60,720	61,479	62,248	63,026	63,814
	Level 2	60,709	61,468	62,236	63,014	63,802	64,600	65,407
	Level 3	62,188	62,965	63,752	64,549	65,356	66,173	67,000
	Level 4	63,738	64,535	65,341	66,158	66,985	67,822	68,670
	Level 5	65,146	65,960	66,785	67,619	68,465	69,320	70,187
ACL Category 4	Level 1	66,536	67,368	68,210	69,063	69,926	70,800	71,685
	Level 2	68,015	68,865	69,726	70,598	71,480	72,374	73,278
	Level 3	69,494	70,363	71,242	72,133	73,034	73,947	74,872
	Level 4	70,974	71,861	72,759	73,669	74,590	75,522	76,466
	Level 5	72,453	73,358	74,275	75,204	76,144	77,096	78,059

Casual

Description		01/01/22	1.25% 01/4/22	1.25% 01/10/22	1.25% 01/4/23	1.25% 01/10/23	1.25% 01/4/24	1.25% 01/10/24
ACL Category 1	Level 1	30.43	30.81	31.19	31.58	31.98	32.38	32.78
	Level 2	31.48	31.88	32.28	32.68	33.09	33.50	33.92
	Level 3	32.54	32.95	33.36	33.78	34.20	34.63	35.06
	Level 4	33.60	34.02	34.45	34.88	35.31	35.75	36.20
	level 5	34.66	35.09	35.53	35.97	36.42	36.88	37.34
ACL Category 2	Level 1	35.40	35.85	36.29	36.75	37.21	37.67	38.14
	Level 2	36.44	36.90	37.36	37.82	38.30	38.78	39.26
	Level 3	37.48	37.95	38.42	38.90	39.39	39.88	40.38
	Level 4	38.52	39.00	39.49	39.98	40.48	40.99	41.50
	Level 5	39.56	40.05	40.55	41.06	41.57	42.09	42.62
ACL Category 3	Level 1	40.55	41.06	41.57	42.09	42.62	43.15	43.69
	Level 2	41.55	42.07	42.60	43.13	43.67	44.22	44.77
	Level 3	42.55	43.09	43.63	44.17	44.72	45.28	45.85
	Level 4	43.56	44.10	44.65	45.21	45.78	46.35	46.93
	Level 5	44.57	45.13	45.69	46.26	46.84	47.43	48.02
ACL Category 4	Level 1	45.56	46.13	46.70	47.29	47.88	48.48	49.08
	Level 2	46.56	47.14	47.73	48.32	48.93	49.54	50.16
	Level 3	47.55	48.15	48.75	49.36	49.98	50.60	51.23
	Level 4	48.55	49.16	49.77	50.39	51.02	51.66	52.31
	Level 5	49.55	50.17	50.80	51.43	52.07	52.72	53.38

SCHEDULE 2C: PROPERTY

The following classifications and rates apply to all Employees within the Property Department

CLASSIFICATION DEFINITIONS

Level 1 General Hand

Level 1 is an Employee who works under direct and/or general supervision.

A Level 1 Employee will work within established and predictable routines, methods and procedures which may require some discretion and judgement among possible actions.

A Level 1 Employee may resolve problems where situations encountered are common, the alternatives limited and readily learned and the required action is clear or can be readily referred to higher levels.

Without limiting the definitions, tasks at this level may include:

- carrying out specific tasks under close supervision where competency is being developed
- assist Tradespersons in the maintenance and operation of buildings, grounds, plant and equipment;
- undertake the physical transportation and distribution of furniture to and from separate floor levels or areas, the assembling and removing of flooring and seating systems for exams or catered functions
- contributes toward the safe execution of works under their control

Level 2 Experienced General Hand

A Level 2 Employee is an Employee who works under general and/or routine supervision and may be required to coordinate the work of Employees at Level 1 although no supervisory responsibility will be exercised at this Level.

A Level 2 Employee will work within established routines, methods and procedures which will involve discretion and judgement among possible actions.

A Level 2 Employee will be qualified or deemed to be qualified to Certificate level or equivalent.

Without limiting the definitions, tasks at this level may include:

- carrying out specific tasks where competency has been verified or where the Employee will seek to gain assistance from more senior grades;
- assisting in the maintenance and operation of buildings, grounds, plant and equipment under more limited or broad supervision;
- interacting with members of the College community from time to time and offering advice and customer service based on knowledge of College operations;
- undertake the physical transportation and distribution of furniture to and from separate floor levels or areas, the assembling and removing of flooring and seating systems for exams or catered functions;

- contribute toward the safe execution of works under their control.

Level 3 Tradesperson

A Level 3 Employee is an Employee who works with limited supervision and may be required to supervise the work of Employees at Levels 1 and 2.

A Level 3 Employee will work within variable routines, methods and procedures which may involve considerable discretion and substantial judgement in selection of equipment and work organisation. Where the opportunity arises a Level 3 Employee will make suggestions and assist in the development of procedures to assist in the completion of tasks.

A Level 3 Employee shall be qualified or deemed to be qualified to Trade Certificate level or equivalent.

Without limiting the definitions, tasks at this level may include:

- work in a designated single trade discipline or demonstrated range of competencies relating to buildings, grounds, plant, equipment and automated systems.
- providing instruction and specific direction to less senior grades.
- being able to verify the competency of less senior grades.
- Frequently interacting with members of the College community and offering advice and customer service based on extensive knowledge of College operations.
- undertake the physical transportation and distribution of furniture to and from separate floor levels or areas, the assembling and removing of flooring and seating systems for exams or catered functions.
- contributes towards the safe execution of works under their control.

Level 4 Leading Hand (Senior Tradesperson)

A Level 4 Employee is an Employee who works with limited supervision and may be required to supervise the work of Employees at Levels 1, 2 and 3.

A Level 4 Employee will work within routine and non-routine procedures where discretion and judgement are required in planning and selecting appropriate equipment, techniques and work organisation. Where the opportunity arises a Level 4 Employee will make suggestions and assist in the development of procedures to assist in the completion of tasks.

A Level 4 Employee will undertake complex tasks requiring knowledge of administrative processes, planning or higher competencies developed from professional learning.

A Level 4 Employee shall be qualified or deemed to be qualified to Trade Certificate level or equivalent.

Without limiting the definitions, tasks at this level may include:

- work in a designated single trade discipline or demonstrated range of competencies relating to buildings, grounds, agriculture, plant, equipment and automated systems;

- providing instruction and specific direction to less senior grades;
- being able to verify the competency of less senior grades;
- frequently interacting with members of the College community and offering advice and customer service based on extensive knowledge of College operations;
- Undertake the physical transportation and distribution of furniture to and from separate floor levels or areas, the assembling and removing of flooring and seating systems for exams or catered functions;
- Developing a working understanding of administrative processes and established safety procedures to control hazards and document works under their control.
- Works of greater multidisciplinary complexity that require the exercise of judgement, planning and systematic control;
- Contributes toward the safe execution of works under their control.

Level 5 Co-ordinator

A Level 5 Employee is an Employee who will be required to work without supervision and will be required to manage and supervise the work of Employees at Levels 1, 2, 3 and 4.

A Level 5 Employee will work within routine and non-routine procedures where discretion and judgement are required in planning and selecting appropriate equipment, techniques and work organisation.

A Level 5 Employee will be responsible for the enforcement of local procedures and may make recommendations to assist in the completion of tasks.

Without limiting the definitions, tasks at this level may include:

- undertake the physical transportation and distribution of furniture to and from separate floor levels or areas, the assembling and removing of flooring and seating systems for exams or catered functions;
- supervision, work and technical guidance of Employees and for the provision of on the job training;
- undertakes operational/maintenance planning, including scheduling and estimating materials, oversees and carries out quality control and inspections and assists in supplier evaluations;
- is engaged in operating, monitoring and maintaining as required all buildings, grounds, plant, equipment and automated systems;
- is engaged to perform work across multiple trade disciplines within their competencies. An Employee at this level also undertakes inspections, priorities and allocates the assignment of work;
- accountable for a defined realm of operations and specific measured outcomes (kpi's – key performance indicators) identified in their position description;
- contributes toward the safe execution of works under their control, is skilled in the safety management systems used by the School and is deputised by the Facilities Manager to carry out complex works on their behalf.

PROPERTY GRADING

Classification

Will be ascertained by comparing the work usually performed in the position in relation to the duties which are specified as typical at that Level. Non typical duties may also be required.

Indicative duties:

Will vary for each Level. As they are unique to the position they will be detailed in the individual Position Descriptions.

PROPERTY – SALARY RATES

2C.1 Full time

Salary rates are inclusive of 17.5% leave loading on 4 week’s annual leave

Four Weeks’ Annual Leave

Description		01/01/22	1.25% 01/4/22	1.25% 01/10/22	1.25% 01/4/23	1.25% 01/10/23	1.25% 01/4/24	1.25% 01/10/24
Facilities Category 1	Level 1	50,449	51,079	51,718	52,364	53,019	53,681	54,352
	Level 2	51,838	52,486	53,142	53,806	54,479	55,160	55,849
	Level 3	53,232	53,897	54,571	55,253	55,944	56,643	57,351
	Level 4	54,621	55,304	55,995	56,695	57,404	58,121	58,848
	Level 5	56,011	56,711	57,420	58,138	58,864	59,600	60,345
Facilities Category 2	Level 1	52,874	53,535	54,205	54,882	55,568	56,263	56,966
	Level 2	54,633	55,316	56,008	56,708	57,417	58,134	58,861
	Level 3	56,389	57,094	57,808	58,530	59,262	60,003	60,753
	Level 4	58,147	58,874	59,610	60,355	61,110	61,874	62,647
	Level 5	59,902	60,651	61,409	62,177	62,954	63,741	64,538
Facilities Category 3	Level 1	57,875	58,599	59,331	60,073	60,824	61,584	62,354
	Level 2	59,940	60,689	61,448	62,216	62,993	63,781	64,578
	Level 3	62,002	62,777	63,562	64,357	65,161	65,976	66,800
	Level 4	64,066	64,867	65,677	66,498	67,330	68,171	69,023
	Level 5	66,130	66,957	67,794	68,641	69,499	70,368	71,248
Facilities Category 4	Level 1	65,730	66,552	67,384	68,226	69,079	69,943	70,817
	Level 2	68,163	69,015	69,878	70,752	71,636	72,531	73,438
	Level 3	70,600	71,483	72,376	73,281	74,197	75,125	76,064
	Level 4	73,034	73,947	74,872	75,807	76,755	77,715	78,686
	Level 5	75,470	76,414	77,369	78,336	79,315	80,307	81,310
Facilities Category 5	Level 1	72,157	73,059	73,973	74,897	75,833	76,781	77,741
	Level 2	75,561	76,505	77,461	78,430	79,410	80,403	81,408
	Level 3	80,593	81,600	82,620	83,653	84,699	85,758	86,830
	Level 4	83,983	85,033	86,096	87,172	88,262	89,365	90,482
	Level 5	87,923	89,022	90,135	91,262	92,403	93,558	94,727

Casual

Description		01/01/22	1.25% 01/4/22	1.25% 01/10/22	1.25% 01/4/23	1.25% 01/10/23	1.25% 01/4/24	1.25% 01/10/24
Facilities Category 1	Level 1	31.91	32.31	32.72	33.13	33.54	33.96	34.38
	Level 2	32.79	33.20	33.62	34.04	34.46	34.89	35.33
	Level 3	33.67	34.09	34.52	34.95	35.39	35.83	36.28
	Level 4	34.55	34.98	35.42	35.86	36.31	36.77	37.23
	Level 5	35.43	35.87	36.32	36.78	37.24	37.70	38.17
Facilities Category 2	Level 1	33.45	33.87	34.29	34.72	35.15	35.59	36.04
	Level 2	34.56	34.99	35.43	35.87	36.32	36.78	37.24
	Level 3	35.67	36.12	36.57	37.03	37.49	37.96	38.43
	Level 4	36.78	37.24	37.71	38.18	38.66	39.14	39.63
	Level 5	37.89	38.37	38.85	39.33	39.82	40.32	40.83
Facilities Category 3	Level 1	36.61	37.07	37.53	38.00	38.48	38.96	39.44
	Level 2	37.92	38.39	38.87	39.36	39.85	40.35	40.85
	Level 3	39.22	39.71	40.21	40.71	41.22	41.74	42.26
	Level 4	40.53	41.03	41.55	42.07	42.59	43.12	43.66
	Level 5	41.83	42.36	42.89	43.42	43.96	44.51	45.07
Facilities Category 4	Level 1	41.58	42.10	42.63	43.16	43.70	44.25	44.80
	Level 2	43.12	43.66	44.20	44.76	45.32	45.88	46.46
	Level 3	44.66	45.22	45.78	46.36	46.94	47.52	48.12
	Level 4	46.20	46.78	47.36	47.96	48.55	49.16	49.78
	Level 5	47.74	48.34	48.94	49.55	50.17	50.80	51.44
Facilities Category 5	Level 1	45.65	46.22	46.79	47.38	47.97	48.57	49.18
	Level 2	47.80	48.40	49.00	49.61	50.23	50.86	51.50
	Level 3	50.98	51.62	52.26	52.92	53.58	54.25	54.93
	Level 4	53.13	53.79	54.46	55.14	55.83	56.53	57.24
	Level 5	55.62	56.31	57.02	57.73	58.45	59.18	59.92

2C.2 ADDITIONAL HOURS

- (a) Any time worked in addition to 38 hours must be pre-approved by the Business Manager and is to be recorded and forwarded to the accounts office each week. The Employee may elect to either take the time off in lieu or receive a payment for the time.
- (b) Arrangements for taking time off in lieu must be arranged with the Business Manager within 4 weeks of the time in lieu being accrued. Time in lieu will be calculated on an hour for hour basis. If an agreement cannot be reached as to when the time in lieu shall be taken, or where there is insufficient time in the term for the time in lieu to be taken, the Employee will be paid for each additional hour worked at rates set out below.
- (c) If the Employee elects to receive a payment for the time worked, the following rates shall apply:

Time worked	Overtime rate
Monday–Friday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Saturday	150% of the ordinary hourly rate of pay for the first 3 hours and 200% of the ordinary hourly rate of pay after that
Sunday	200% of the ordinary hourly rate of pay
Public holidays	250% of the ordinary hourly rate of pay

2C.3 ROSTERED DAY OFF (RDO)

- (a) For those employees employed on the basis of RDO cycle, ordinary hours shall be worked as a twenty-day, four week cycle of eight hours each day, Monday to Friday inclusive, with 0.4 of one hour of each day worked accruing as an entitlement to take on day in each cycle as a RDO paid for as though worked.
- (b) The system of RDOs for those Property Employees employed on this basis will be by rostering off one day per month in February to November each year and three days in the period from 1 December to 31 January each year.
- (c) The schedule of RDOs for the coming College year is to be prepared by the Business Manager and Property Manager at the end of the preceding year and advised to Employees prior to the commencement of term 1. The schedule will take into account College functions, public holidays and periods of major maintenance work.
- (d) By agreement between the College and an individual Employee, a RDO may be substituted for another day provided the substituted day is taken within one calendar month of the rostered day.
- (e) An Employee who has not worked or is not regarded by reason of clause 2C.3(a) as having worked a complete cycle shall be paid pro rata accrued entitlements for each day worked or in the case of termination of employment, on termination.
- (f) The exception to clause 2C.3(a) and 2C.3(b) is that Property staff will accrue four rostered days off per annum, to be taken on a quarterly basis. For Property staff employed on the basis of taking four RDOs per annum, ordinary hours shall be worked as a twenty day, four week cycle of seven hours and 44 minutes each day, Monday to Friday inclusive, with 0.13 of one hour of each day worked accruing as an entitlement to take one day per quarter as a RDO paid for as though worked.

SCHEDULE 2D: FINANCE

General Works Description / Complexity				
Category 1	Category 2	Category 3	Category 4	Category 5
<ul style="list-style-type: none"> • With specific direction, the Employee is required to perform a variety of basic administrative function, with a limited range of skills. • Work involves the application of established principles, practices and procedures, is generally repetitious and requires a methodical approach. The Employee will be required to exercise minimal multi-tasking, responsibility, initiative or autonomy 	<ul style="list-style-type: none"> • With direction, the Employee is required to perform a wide variety of administrative functions, with a range of skills. • Work involves the application of established principles, practices and procedures, is generally repetitious and requires a methodical approach. • The Employee will be required to exercise a degree of multi-tasking, responsibility, accountability, initiative and autonomy. 	<ul style="list-style-type: none"> • Under general direction, the Employee, in addition to the knowledge and skills required at Category 2, is required to undertake duties needing additional experience or knowledge. • Work involves a number of variables which may complicate the application of established principles, practices and procedures. • Positions at this category may, under general direction, assist with the coordination of support services. • The Employee is required to exercise significant multi-tasking, responsibility, accountability, initiative and autonomy. 	<ul style="list-style-type: none"> • The Employee is required to undertake duties similar to those of previous categories which involve more complex issues. • Is fully competent and very experienced in a technical sense and requires little guidance during the performance of work. The Employee will be required to exhibit a high level of decision making, initiative, autonomy, responsibility and accountability. • Positions at this category may, under limited direction, coordinate support services. • If in a support position to a senior manager an Employee at this category would generally be required to manage a specific support role. 	<ul style="list-style-type: none"> • An Employee would be appointed to this category where there is a requirement to manage a functional or team responsibility. • The Employee is fully competent in a professional sense and requires no guidance during the performance of work. The Employee must display a high level of responsibility and accountability and exercise a significant range of specialist skills. They must have the capacity to think and work independently, make important administrative decisions and to initiate and advise on policy. • The Employee would be responsible for providing key support and advice to senior management.

Supervision / Direction Received				
Category 1	Category 2	Category 3	Category 4	Category 5
<ul style="list-style-type: none"> The Employee at this category receives direct supervision. Receives specific instructions on what is required, how it is to be performed and the required timeframe. The work performed is subject to regular progress checks. 	<ul style="list-style-type: none"> The Employee at this category receives general supervision. Receives broad instructions on what is required, how it is to be performed and the required timeframe. The work performed is subject to occasional progress checks and tasks are reviewed on completion. 	<ul style="list-style-type: none"> The Employee at this category receives little supervision. Receives general direction and instruction on what outcomes are to be achieved and the required timeframe. The work performed is subject to occasional progress checks, usually confined to the unusual or difficult aspects. Tasks are reviewed on completion. 	<ul style="list-style-type: none"> The Employee at this category is not subject to supervision. The Employee at this category receives limited direction, normally comprising a clear statement of objectives. Work is usually measured in terms of the achievement of stated objectives. 	<ul style="list-style-type: none"> The Employee at this category receives limited direction, normally comprising a clear statement of objectives. Has responsibility and broad ranging accountability for the structure, management and output of the work of others. Work is usually measured in terms of the achievement of stated objectives.

Supervision / Direction Provided				
Category 1	Category 2	Category 3	Category 4	Category 5
<ul style="list-style-type: none"> An Employee at this category does not supervise other Employees or students. 	<ul style="list-style-type: none"> An Employee at this category does not supervise other Employees or students. 	<ul style="list-style-type: none"> An Employee at this category may be expected to provide functional supervision to other Employees from categories 1 and 2. The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras etc. 	<ul style="list-style-type: none"> An Employee at this category may be expected to provide functional supervision to other Employees from categories 1, 2 and 3. The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras etc. 	<ul style="list-style-type: none"> An Employee at this category may be expected to provide functional management and supervision to other Employees from categories 1, 2, 3 and 4. The Employee may be required to supervise students while performing their normal duties but may not be used instead of a teacher to conduct classroom lessons, extras etc.
Communication – Written / Verbal / Interpersonal				
<ul style="list-style-type: none"> Primarily in contact with supervisor, co-workers and peers within the College, is able to communicate information effectively and courteously. 	<ul style="list-style-type: none"> Is able to communicate information effectively and courteously. 	<ul style="list-style-type: none"> Communicates effectively and influentially in order for the team to achieve its objectives. 	<ul style="list-style-type: none"> Communicates effectively and influentially and resolves issues in order for the team to achieve College objectives. 	<ul style="list-style-type: none"> Has well developed communication skills. Guides and supports others to resolve workplace issues. Actively encourages, empowers and supports team members to participate in decision making processes. Provides appropriate feedback and maintains team commitment.

FINANCE GRADING

Classification

Will be ascertained by comparing the work usually performed in the position in relation to the duties which are specified as typical at that Category. Non typical duties may also be required.

Indicative duties:

Will vary for each Category and Level. As they are unique to the position they will be detailed in the individual Position Descriptions.

FINANCE – SALARY RATES

2D.1 Full time

Salary rates are inclusive of 17.5% leave loading on 4 week’s annual leave.

Four Weeks’ Annual Leave

Description		01/01/22	1.25% 01/4/22	1.25% 01/10/22	1.25% 01/4/23	1.25% 01/10/23	1.25% 01/4/24	1.25% 01/10/24
Finance Category 1	Level 1	53,263	53,929	54,603	55,286	55,977	56,676	57,385
	Level 2	55,053	55,741	56,438	57,143	57,857	58,580	59,313
	Level 3	56,844	57,555	58,274	59,002	59,740	60,487	61,243
	Level 4	58,634	59,366	60,109	60,860	61,621	62,391	63,171
Finance Category 2	Level 1	58,634	59,366	60,109	60,860	61,621	62,391	63,171
	Level 2	60,501	61,257	62,023	62,798	63,583	64,378	65,183
	Level 3	62,369	63,148	63,938	64,737	65,546	66,365	67,195
	Level 4	64,238	65,041	65,854	66,678	67,511	68,355	69,209
Finance Category 3	Level 1	64,238	65,041	65,854	66,678	67,511	68,355	69,209
	Level 2	66,231	67,059	67,897	68,746	69,605	70,475	71,356
	Level 3	68,223	69,076	69,939	70,814	71,699	72,595	73,503
	Level 4	70,216	71,093	71,982	72,882	73,793	74,715	75,649
Finance Category 4	Level 1	70,216	71,093	71,982	72,882	73,793	74,715	75,649
	Level 2	72,364	73,269	74,185	75,112	76,051	77,002	77,964
	Level 3	74,512	75,444	76,387	77,341	78,308	79,287	80,278
	Level 4	76,661	77,619	78,589	79,572	80,566	81,574	82,593
Finance Category 5	Level 1	76,661	77,619	78,589	79,572	80,566	81,574	82,593
	Level 2	78,984	79,972	80,971	81,983	83,008	84,046	85,096
	Level 3	81,310	82,326	83,355	84,397	85,452	86,520	87,602
	Level 4	83,634	84,679	85,738	86,810	87,895	88,993	90,106

Term Time

Description		01/01/22	1.25% 01/4/22	1.25% 01/10/22	1.25% 01/4/23	1.25% 01/10/23	1.25% 01/4/24	1.25% 01/10/24
Finance Category 1	Level 1	45,185	45,750	46,321	46,900	47,487	48,080	48,681
	Level 2	46,698	47,282	47,873	48,471	49,077	49,691	50,312
	Level 3	48,216	48,818	49,428	50,046	50,672	51,305	51,947
	Level 4	49,729	50,351	50,980	51,617	52,262	52,916	53,577
Finance Category 2	Level 1	49,729	50,351	50,980	51,617	52,262	52,916	53,577
	Level 2	51,307	51,949	52,598	53,255	53,921	54,595	55,278
	Level 3	52,889	53,550	54,219	54,897	55,583	56,278	56,981
	Level 4	54,469	55,150	55,839	56,537	57,244	57,959	58,684
Finance Category 3	Level 1	54,469	55,150	55,839	56,537	57,244	57,959	58,684
	Level 2	56,158	56,860	57,571	58,290	59,019	59,757	60,504
	Level 3	57,843	58,566	59,298	60,039	60,790	61,550	62,319
	Level 4	59,528	60,272	61,025	61,788	62,560	63,342	64,134
Finance Category 4	Level 1	59,528	60,272	61,025	61,788	62,560	63,342	64,134
	Level 2	61,349	62,115	62,892	63,678	64,474	65,280	66,096
	Level 3	63,165	63,955	64,754	65,564	66,383	67,213	68,053
	Level 4	64,983	65,796	66,618	67,451	68,294	69,148	70,012
Finance Category 5	Level 1	64,983	65,796	66,618	67,451	68,294	69,148	70,012
	Level 2	66,948	67,785	68,633	69,490	70,359	71,239	72,129
	Level 3	68,916	69,778	70,650	71,533	72,427	73,333	74,249
	Level 4	70,883	71,769	72,666	73,574	74,494	75,425	76,368

Casual

Description		01/01/22	1.25% 01/4/22	1.25% 01/10/22	1.25% 01/4/23	1.25% 01/10/23	1.25% 01/4/24	1.25% 01/10/24
<i>Finance Category 1</i>	Level 1	33.69	34.11	34.54	34.97	35.41	35.85	36.30
	Level 2	34.83	35.26	35.70	36.15	36.60	37.06	37.52
	Level 3	35.96	36.41	36.86	37.32	37.79	38.26	38.74
	Level 4	37.09	37.55	38.02	38.50	38.98	39.47	39.96
<i>Finance Category 2</i>	Level 1	37.09	37.55	38.02	38.50	38.98	39.47	39.96
	Level 2	38.27	38.75	39.24	39.73	40.22	40.73	41.23
	Level 3	39.45	39.95	40.45	40.95	41.46	41.98	42.51
	Level 4	40.64	41.14	41.66	42.18	42.71	43.24	43.78
<i>Finance Category 3</i>	Level 1	40.64	41.14	41.66	42.18	42.71	43.24	43.78
	Level 2	41.90	42.42	42.95	43.49	44.03	44.58	45.14
	Level 3	43.16	43.70	44.24	44.80	45.36	45.92	46.50
	Level 4	44.42	44.97	45.54	46.10	46.68	47.26	47.85
<i>Finance Category 4</i>	Level 1	44.42	44.97	45.54	46.10	46.68	47.26	47.85
	Level 2	45.78	46.35	46.93	47.52	48.11	48.71	49.32
	Level 3	47.14	47.72	48.32	48.93	49.54	50.16	50.78
	Level 4	48.50	49.10	49.71	50.34	50.97	51.60	52.25
<i>Finance Category 5</i>	Level 1	48.50	49.10	49.71	50.34	50.97	51.60	52.25
	Level 2	49.96	50.59	51.22	51.86	52.51	53.17	53.83
	Level 3	51.44	52.08	52.73	53.39	54.06	54.73	55.42
	Level 4	52.91	53.57	54.24	54.91	55.60	56.30	57.00

SCHEDULE 2E: TECHNICAL SERVICES – SCIENCE LABORATORIES, FOOD TECHNOLOGY AND ART DEPARTMENT

	Category 1	Category 2	Category 3	Category 4
Work characteristics	A TSO at this level is required to perform a wide range of routine functions with direct supervision and may, with training and experience, exercise some degree of autonomy. Work involves the application of established principles, practices and procedures.	A TSO at this level may be required to perform a combination of a wide range of functions with direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and discretion.	The TSO at this level in addition to performing similar tasks to category 1 and 2, exercise significant initiative and discretion, work with little supervision, demonstrate expertise and accept personal responsibility to a higher standard than in category 1 or 2.	The TSO at this Level would be in a Supervisory Role, providing technical assistance and expertise, can work independently, providing key support and advice to Teachers.
Supervision/Direction Received	The TSO at this level requires direct supervision, with work checked regularly within required timeframe and monitored and routines established.	The TSO at this level requires general supervision, with broad instructions of what is required and instruction on new tasks and required timeframe. Work subject to occasional progressive checks.	The TSO at this level receives little supervision. Receives general direction and instruction as to what is to be achieved in a required timeframe.	The TSO at this level does not require supervision. Has responsibility and accountability for the structure, management and output of others.
Supervision Provided	Does not supervise at this level.	Does not supervise at this level.	A TSO at this level may provide functional supervision to TSO at category 1 or 2.	A TSO at this level may be expected to provide functional supervision and management of other TSO's at categories 1, 2 or 3 at a Team leader role.

	Category 1	Category 2	Category 3	Category 4
Communications	Primarily in contact with supervisor, co-workers and peers within the College. Is able to communicate information effectively and courteously.	Communicates effectively, courteously and influentially in order for the team to achieve its objectives.	Communicates effectively, courteously and influentially and resolves issues in order for the team to achieve College objectives.	Has well developed communication skills. Guides and supports others to resolve workplace issues. Actively encourages, empowers and supports team members to participate in decision making processes. Provides appropriate feedback and maintains team commitment.
Experience, qualifications, skills	Qualifications are not required, but would be encouraged. Prior experience not assumed.	Position which requires knowledge and skill which normally would be gained by post-secondary certificate, or obtained through relevant job experience.	Is expected to have the knowledge and skills at grade 2 and additional experience, qualifications and demonstrated knowledge gained from senior, relatively autonomous roles.	Characteristics and duties of category 3 and will also be directly supervising at least 2 other Employees.

TECHNICAL SERVICES GRADING

Classification

Will be ascertained by comparing the work usually performed in the position in relation to the duties which are specified as typical at that category. Non typical duties may also be required.

Indicative duties:

Will vary for each Category. As they are unique to the position they will be detailed in the individual Position Descriptions.

TECHNICAL SERVICES SALARY RATES

2E.1 Full time

Salary rates are inclusive of 17.5% leave loading on 4 week's annual leave.

Four Weeks' Annual Leave

Description		01/01/22	1.25% 01/4/22	1.25% 01/10/22	1.25% 01/4/23	1.25% 01/10/23	1.25% 01/4/24	1.25% 01/10/24
Tech Category 1	Level 1	48,098	48,699	49,308	49,924	50,548	51,180	51,820
	Level 2	49,771	50,393	51,023	51,660	52,306	52,960	53,622
	Level 3	51,444	52,087	52,738	53,398	54,065	54,741	55,425
	Level 4	53,117	53,781	54,453	55,134	55,823	56,521	57,227
	Level 5	54,789	55,474	56,167	56,869	57,580	58,300	59,028
Tech Category 2	Level 1	55,965	56,665	57,373	58,090	58,816	59,551	60,296
	Level 2	57,605	58,325	59,054	59,793	60,540	61,297	62,063
	Level 3	59,248	59,988	60,738	61,497	62,266	63,044	63,832
	Level 4	60,888	61,649	62,420	63,200	63,990	64,790	65,600
	Level 5	62,531	63,313	64,104	64,905	65,717	66,538	67,370
Tech Category 3	Level 1	64,102	64,904	65,715	66,536	67,368	68,210	69,063
	Level 2	65,688	66,509	67,340	68,182	69,034	69,897	70,771
	Level 3	67,270	68,111	68,962	69,824	70,697	71,581	72,476
	Level 4	68,855	69,715	70,587	71,469	72,362	73,267	74,183
	Level 5	70,455	71,336	72,228	73,130	74,045	74,970	75,907
Tech Category 4	Level 1	72,018	72,919	73,830	74,753	75,687	76,633	77,591
	Level 2	73,596	74,516	75,447	76,390	77,345	78,312	79,291
	Level 3	75,172	76,112	77,063	78,026	79,002	79,989	80,989
	Level 4	76,749	77,709	78,680	79,663	80,659	81,667	82,688
	Level 5	78,327	79,306	80,297	81,301	82,317	83,346	84,388

Term Time

Description		01/01/22	1.25% 01/4/22	1.25% 01/10/22	1.25% 01/4/23	1.25% 01/10/23	1.25% 01/4/24	1.25% 01/10/24
Tech Category 1	Level 1	44,453	45,009	45,571	46,141	46,718	47,302	47,893
	Level 2	46,000	46,575	47,157	47,746	48,343	48,948	49,559
	Level 3	47,542	48,136	48,738	49,347	49,964	50,588	51,221
	Level 4	49,086	49,700	50,321	50,950	51,587	52,232	52,885
	Level 5	50,633	51,266	51,907	52,556	53,213	53,878	54,551
Tech Category 2	Level 1	51,716	52,363	53,017	53,680	54,351	55,030	55,718
	Level 2	53,235	53,900	54,574	55,256	55,947	56,646	57,354
	Level 3	54,752	55,437	56,130	56,831	57,542	58,261	58,989
	Level 4	56,271	56,974	57,686	58,407	59,137	59,877	60,625
	Level 5	57,778	58,500	59,231	59,972	60,721	61,480	62,249
Tech Category 3	Level 1	59,230	59,971	60,720	61,479	62,248	63,026	63,814
	Level 2	60,709	61,468	62,236	63,014	63,802	64,600	65,407
	Level 3	62,188	62,965	63,752	64,549	65,356	66,173	67,000
	Level 4	63,667	64,463	65,269	66,084	66,910	67,747	68,594
	Level 5	65,146	65,960	66,785	67,619	68,465	69,320	70,187
Tech Category 4	Level 1	66,536	67,368	68,210	69,063	69,926	70,800	71,685
	Level 2	68,015	68,865	69,726	70,598	71,480	72,374	73,278
	Level 3	69,494	70,363	71,242	72,133	73,034	73,947	74,872
	Level 4	70,974	71,861	72,759	73,669	74,590	75,522	76,466
	Level 5	72,453	73,358	74,275	75,204	76,144	77,096	78,059

Casual

Description		01/01/22	1.25% 01/4/22	1.25% 01/10/22	1.25% 01/4/23	1.25% 01/10/23	1.25% 01/4/24	1.25% 01/10/24
Tech Category 1	Level 1	30.43	30.81	31.19	31.58	31.98	32.38	32.78
	Level 2	31.48	31.88	32.28	32.68	33.09	33.50	33.92
	Level 3	32.54	32.95	33.36	33.78	34.20	34.63	35.06
	Level 4	33.60	34.02	34.45	34.88	35.31	35.75	36.20
	Level 5	34.66	35.09	35.53	35.97	36.42	36.88	37.34
Tech Category 2	Level 1	35.40	35.85	36.29	36.75	37.21	37.67	38.14
	Level 2	36.44	36.90	37.36	37.82	38.30	38.78	39.26
	Level 3	37.48	37.95	38.42	38.90	39.39	39.88	40.38
	Level 4	38.52	39.00	39.49	39.98	40.48	40.99	41.50
	Level 5	39.56	40.05	40.55	41.06	41.57	42.09	42.62
Tech Category 3	Level 1	40.55	41.06	41.57	42.09	42.62	43.15	43.69
	Level 2	41.55	42.07	42.60	43.13	43.67	44.22	44.77
	Level 3	42.55	43.09	43.63	44.17	44.72	45.28	45.85
	Level 4	43.56	44.10	44.65	45.21	45.78	46.35	46.93
	Level 5	44.57	45.13	45.69	46.26	46.84	47.43	48.02
Tech Category 4	Level 1	45.56	46.13	46.70	47.29	47.88	48.48	49.08
	Level 2	46.56	47.14	47.73	48.32	48.93	49.54	50.16
	Level 3	47.55	48.15	48.75	49.36	49.98	50.60	51.23
	Level 4	48.55	49.16	49.77	50.39	51.02	51.66	52.31
	Level 5	49.55	50.17	50.80	51.43	52.07	52.72	53.38

SCHEDULE 2F: INFORMATION TECHNOLOGY SERVICES (ICT)

	Category 1	Category 2	Category 3	Category 4
Work characteristics	The ICT at this level is required to perform a wide range of routine functions with direct supervision and may, with training and experience, exercise some degree of autonomy. Work involves the application of established principles, practices and procedures	The ICT at this level may be required to perform a combination of a wide range of functions with direction but may, after gaining experience, exercise some degree of autonomy and accept personal responsibility for some functions requiring initiative and discretion.	The ICT at this level in addition to performing similar tasks to category 1 and 2, exercise significant initiative and discretion, work with little supervision, demonstrate expertise and accept personal responsibility to a higher standard than in category 1 or 2	The ICT at this level would be in a Supervisory Role, providing technical assistance and expertise, can work independently, providing key support and advice to Teachers
Supervision/Direction Received	The ICT at this level requires direct supervision, with work checked regularly within required timeframe and routines established	The ICT at this level requires general supervision, with broad instructions of what is required and instruction on new tasks and required timeframe. Work subject to occasional progressive checks	The ICT at this level receives little supervision. Receives general direction and instruction as to what is to be achieved in a required timeframe	The ICT at this level does not require supervision. Has responsibility and accountability for the structure, management and output of others
Supervision Provided	Does not supervise at this level	Does not supervise at this level	The ICT at this level may provide functional supervision to ACL at category 1 or 2	The ICT at this level may be expected to provide functional supervision and management of other ACLs at category 1, 2 or 3 at a team leader role

	Category 1	Category 2	Category 3	Category 4
Communications	Primarily in contact with supervisor, co-workers and peers within the College. Is able to communicate information effectively and courteously	Communicates effectively, courteously and influentially in order for the team to achieve its objectives	Communicates effectively, courteously and influentially and resolves issues in order for the team to achieve College objectives	Has well developed communication skills. Guides and supports others to resolve workplace issues. Actively encourages, empowers and supports team members to participate in decision making processes. Provides appropriate feedback and maintains team commitment
Experience, qualifications, skills	Qualifications are not required, but would be encouraged. Prior experience not assumed	Position which requires knowledge and skills which normally would be gained by post-secondary certificate, or obtained through relevant job experience	Is expected to have the knowledge and skills at category 2 and additional experience, qualifications and demonstrated knowledge gained from senior, relatively autonomous roles	Characteristics and duties of category 3 and will also be directly supervising at least 2 other Employees

ICT – GRADING

Classification

Will be ascertained by comparing the work usually performed in the position in relation to the duties which are specified as typical at that Category. Non typical duties may also be required.

Indicative duties:

Will vary for each Category and Level. As they are unique to the position they will be detailed in the individual Position Descriptions.

SCHEDULE 2F ICT ICT SALARY RATES

2F.1 Full time

Salary rates are inclusive of 17.5% leave loading on 4 week's annual leave.

Four Weeks' Annual Leave

Description		01/01/22	1.25% 01/4/22	1.25% 01/10/22	1.25% 01/4/23	1.25% 01/10/23	1.25% 01/4/24	1.25% 01/10/24
ICT Category 1	Level 1	48,097	48,698	49,307	49,923	50,547	51,179	51,819
	Level 2	49,771	50,393	51,023	51,660	52,306	52,960	53,622
	Level 3	51,444	52,087	52,738	53,398	54,065	54,741	55,425
	Level 4	53,117	53,781	54,453	55,134	55,823	56,521	57,227
	Level 5	54,789	55,474	56,167	56,869	57,580	58,300	59,028
ICT Category 2	Level 1	55,965	56,665	57,373	58,090	58,816	59,551	60,296
	Level 2	57,605	58,325	59,054	59,793	60,540	61,297	62,063
	Level 3	59,248	59,988	60,738	61,497	62,266	63,044	63,832
	Level 4	60,888	61,649	62,420	63,200	63,990	64,790	65,600
	Level 5	62,531	63,313	64,104	64,905	65,717	66,538	67,370
ICT Category 3	Level 1	64,102	64,904	65,715	66,536	67,368	68,210	69,063
	Level 2	65,688	66,509	67,340	68,182	69,034	69,897	70,771
	Level 3	67,270	68,111	68,962	69,824	70,697	71,581	72,476
	Level 4	68,855	69,715	70,587	71,469	72,362	73,267	74,183
	Level 5	70,455	71,336	72,228	73,130	74,045	74,970	75,907
ICT Category 4	Level 1	72,018	72,919	73,830	74,753	75,687	76,633	77,591
	Level 2	73,596	74,516	75,447	76,390	77,345	78,312	79,291
	Level 3	75,172	76,112	77,063	78,026	79,002	79,989	80,989
	Level 4	76,749	77,709	78,680	79,663	80,659	81,667	82,688
	Level 5	78,327	79,306	80,297	81,301	82,317	83,346	84,388

Term Time

Description		01/01/22	1.25% 01/4/22	1.25% 01/10/22	1.25% 01/4/23	1.25% 01/10/23	1.25% 01/4/24	1.25% 01/10/24
ICT Category 1	Level 1	44,454	45,010	45,572	46,142	46,719	47,303	47,894
	Level 2	46,000	46,575	47,157	47,746	48,343	48,948	49,559
	Level 3	47,542	48,136	48,738	49,347	49,964	50,588	51,221
	Level 4	49,086	49,700	50,321	50,950	51,587	52,232	52,885
	Level 5	50,633	51,266	51,907	52,556	53,213	53,878	54,551
ICT Category 2	Level 1	51,716	52,363	53,017	53,680	54,351	55,030	55,718
	Level 2	53,235	53,900	54,574	55,256	55,947	56,646	57,354
	Level 3	54,752	55,437	56,130	56,831	57,542	58,261	58,989
	Level 4	56,270	56,973	57,685	58,406	59,136	59,875	60,624
	Level 5	57,777	58,499	59,230	59,971	60,720	61,479	62,248
ICT Category 3	Level 1	59,230	59,971	60,720	61,479	62,248	63,026	63,814
	Level 2	60,709	61,468	62,236	63,014	63,802	64,600	65,407
	Level 3	62,188	62,965	63,752	64,549	65,356	66,173	67,000
	Level 4	63,667	64,463	65,269	66,084	66,910	67,747	68,594
	Level 5	65,146	65,960	66,785	67,619	68,465	69,320	70,187
ICT Category 4	Level 1	66,536	67,368	68,210	69,063	69,926	70,800	71,685
	Level 2	68,015	68,865	69,726	70,598	71,480	72,374	73,278
	Level 3	69,494	70,363	71,242	72,133	73,034	73,947	74,872
	Level 4	70,973	71,860	72,758	73,668	74,589	75,521	76,465
	Level 5	72,453	73,358	74,275	75,204	76,144	77,096	78,059

SCHEDULE 2G: OTHER GENERAL STAFF EMPLOYEES

Whilst most General Staff Employees fall within one of the subgroups under Schedule 2, there are some positions within the College where there are too few people undertaking the task or the position is too specialised to readily fit into any general salary structure or scale.

For these employees, the salary will be determined by the College taking into account market reviews and appropriate benchmarking. The following will apply:

- The Employee's salaries will increase by the same annual increment as is payable to Corporate Employees generally.
- In the absence of other information these positions will be tested to the wider market at the end of the Agreement subject to that being no more than 5 years since the last review to market.
- This external remuneration review will be carried out on the basis of Position Description (which must be no more than 6 months since last reviewed and updated) and briefing from the management and Employee to the external third party carrying out the review.
- All general benefits, terms and conditions, other than remuneration issues, in this Agreement will apply to these Employees.

SCHEDULE 2H

2H.1 Junior employees

A junior employee appointed at category 1 or 2 of Schedules A- G or category A Schedule F is to be paid at the following percentage of the appropriate adult rate for the position performed.

Age	% of adult rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/746-Cornish College Agreement 2022

Applicant:

Cornish College

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Martin William Massey, Business Manager for Cornish College give the following undertakings with respect to the Cornish College Agreement 2022 ("the Agreement"):

1. I have the authority given to me by Cornish College to provide this undertaking in relation to the application before the Fair Work Commission.
2. Cornish College will pay Casual Relief Teachers as follows
1/2/22 \$397.15 per day: Hourly Rate \$66.19
1/7/22 \$401.12 per day: Hourly Rate \$66.85
1/1/23 \$405.13 per day: Hourly Rate \$67.52
1/7/23 \$409.18 per day: Hourly Rate \$68.20
1/1/24 \$413.28 per day: Hourly Rate \$68.88
1/7/24 \$417.41 per day: Hourly Rate \$69.57

Casual Relief Teachers will be paid a minimum payment of 3 hours in respect of employment on anyone day.

3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

13TH May 2022

Date